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Abraham Ituah  
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IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
PENNSYLVANIA

ABRAMHAM ITUAH,  
Plaintiff,

v.

CIVIL ACTION

Case: 2- 19-cv-5088

CITY OF PHILADELPHIA, et al.

Defendants PLAINTIFF'S RESPONSE TO DEFENDANTS MOTION  
FOR SUMMARY JUDGMENT

I, Abraham Ituah a pro se plaintiff hereby files this response to Defendants motion for summary judgment received on September 20, 2023 as the Court ignored my request to be appointed counsel as the action involves constitutional violation depriving my property ownership similar to the previous action I filed with the U S District Court docketed as 17-2562 resulting from illegal sale of my property which was wrongly decided at the common pleas court of Philadelphia docketed as 1504T0504. Unfortunately, U. S. Court dismissed the action with prejudice without a hearing. The same experience was about to occur on this pending action. To avoid premature dismissal of the action. Plaintiff immediately filed an appeal to 3rd Circuit Court of Eastern District of Pennsylvania. The appeal court remanded the case for reconsideration on two grounds "Retaliation and Unreasonableness of demolition" Now Defendants requested for summary judgment as if there were no genuine disputes to be decided by Jury not judicial Judge who in the past trailed the case that was dismissed. Plaintiff refused to agreed for him to act as the presiding judge on this pending case would amount to conflict of interest. Plaintiff hereby forward my responses to show that there are no genuine reasons to grant Defendants motion for summary Judgment instead it would be fair to grant the judgment for the plaintiff based on the facts presented herein. Plaintiff response to all material facts raised by Defendants are as follows *as well as all the exhibits previously filed.*

I. The sheriff's sale of the Fairmount property



1. Undisputed
2. Undisputed
3. Disputed. On May 8 2015 Rule was entered to sell the premises 3843 Fairmount Avenue. No notices regarding this hearing was served on the Plaintiff. Defendants had no evidence to show plaintiff received notices such as returned receipts plaintiff signed to knowledge that the service was received by plaintiff.
4. Disputed. Sheriff's sale was entered on September 21, 2015 not September 16 2015 was claimed sold on sheriff sale unlawfully.
5. Disputed. Plaintiff filed motion to set aside sheriffs sale on September 21 2015. Cynthia Stavrakis ex-attorney of the defendant filed an answer to plaintiffs motion. No notice was received and no certified returned receipt signed by plaintiff was filed.
6. Disputed. The city through its attorney Cynthia Stavrakis filed an answer to the motion on October 13 2015 at 5:15 pm the response date was due. Under normal circumstances the answer was untimely and it was a conflict of interest for the city attorney to file an answer on behalf of the buyer-Defendant.
7. Undisputed
8. Undisputed
9. Disputed. The city through its attorney Cynthia Stavrakis filed answers to plaintiff motion to Redeem the premises on December 22 2015 at 5:09 pm. Under normal circumstances the answer was untimely because the working period was over and it was a conflict of interest for the city attorney to file answer on behalf of Defendant (the buyer)
10. Disputed. Hearing was held prematurely because the discovery request and motion for sanction filed by Plaintiff on March 21 2016 response date was April 11 2016. No response was provided.
11. Undisputed.
13. Undisputed.



## II. Ituah's Bankruptcies

### A. New York Bankruptcy

14. Undisputed.

15. Undisputed.

16. Undisputed.

17. Undisputed.

18. Undisputed.

19. Disputed in part. Thurmond was aware of sheriff's office held the excess money at the time plaintiff filed the first chapter 13 bankruptcy petition in Pennsylvania but refused to refund the money as shown on exhibit D.

Disputed in part. There were no statements provided regarding the money collected prior to filing the second bankruptcy petition in 2018 was contrary to the court order.

20. Undisputed.

21. Undisputed.

22. Disputed. Plaintiff have no knowledge of the creditors owed. The subject property that was sold was occupied by plaintiff and the property experienced fire damage hence plaintiff would not continuously stay in at the property. The supposed proceeds was the full sales price of \$34,500 if the sale was legitimate. No sheriff's sale was held as the Defendants claimed because five months of court proceedings and sheriff publications to conduct sales made it unrealistic. Tax sale court action started in April 22 2015 and completed proceedings on August 2015 and the court ordered the balance proceeds returned not \$11,112.54 as shown on exhibit H attached.

23. Disputed. Plaintiff had no knowledge of the information because no notification was given about the proceeds the court ordered.

24. Plaintiff have no knowledge of the information Defendant claimed.

25. Disputed. Thurmond failed to notify plaintiff about the proceeds until



plaintiff filed response to the Defendant motions.

26. Disputed. Thurmond ought to know that plaintiff was entitled to know what happened to the proceeds.

B. Pennsylvania Bankruptcies

27. Undisputed.

28. Undisputed.

29. Disputed. Thurmond filed inaccurate proof of claims for water, taxes and liens generated by the department of license and inspection.

Meanwhile, the city of Philadelphia failed to credit about \$143000 withheld by Mike Riley of title company from the sale of plaintiff five (5) properties as shown on the settlement's statement exhibit E attached.

30. Disputed. Same response as in # 29 above.

31. Undisputed.

32. Undisputed.

33. Undisputed.

34. Undisputed.

35. Undisputed.

36. Undisputed.

37. Disputed. Thurmond and plaintiff attorney agreed to dismiss plaintiff petition because plaintiff attorney was aware that the monthly bankruptcy payments was over \$10500 the plaintiff attorney wants to fraudulently collect. Thurmond pressed for the motion to be dismissed and plaintiff attorney filed no objection to the motion to dismiss. As a result plaintiff petition was dismissed. Plaintiff bankruptcy petition started on January 2020 and it was dismissed on September 2020. Immediately plaintiff attorney filed claims of \$10500 for 9 months ineffective representation. Plaintiff objected to plaintiff attorney's claim. Ultimately, a hearing was held. Thurmond showed up at the hearing to testified for plaintiff Attorney. Based on Thurmond testimony the Judge granted the amount requested for plaintiff Attorney. See plaintiff objections as exhibit F attached.



38. Disputed. Thurmond requested for the dismissal of the petition by motion and plaintiff attorney agreed.

III. The demolition of 508 W. Tabor Road

39. Disputed. On December 27, 2018 no violations notice was received by plaintiff on the day but the unknown police officer ordered the tenants out of the building premises and told me on the phone that my building was condemned and all the 4 tenants must move immediately. On the phone plaintiff asked what was his role as police officer to condemn a building. He hanged up. Plaintiff called Inspector Joseph Carroll to know the time allowed to address the problem. He said you have up to 10 days to correct the violation. The next day violation notice was placed on plaintiff property as shown on exhibit G attached. Emergency court hearing to demolish the plaintiff building was ordered.

40. Disputed. No previous citation was issued to exert such claims. PhD structural engineer never specifically mentioned as the Defendant claimed. None of the 4 tenants reported such violations to the Defendant.

41. Disputed in part. The case was not docket as No. 1504T1504  
Undisputed.

42. Undisputed.

43. Disputed in part. That was the day, the inspectors visited the premises to gather picture exhibits. No part of the building was reported collapsed.

44. Disputed. The description given by the inspector would suggest the building ought to have collapsed as described "...the wall had separated from the window by several inches" but no part of the building collapsed.

45. Disputed. The job was done by experienced contractor who explained the work done was fine.

46. Disputed. Plaintiff has 4 units rental permit including the third floor.

47. Disputed. The inspector working with the Defendant made this conclusion within the level of his knowledge that is inferior to the conclusion of plaintiff hired engineer with a doctorate credential in



structural engineering who made no mention of "...a very serious collapse"  
The inspector acted exactly as his superior ask him to say, in order to  
accomplish their mission of the premeditated demolition of plaintiff  
constitutionally protected property.

48. Disputed in part. The black and white pictures was presented in court  
as exhibits. Plaintiff was not given any opportunity to examine the exhibits  
before hearing as required by law.

49. Disputed in part. Plaintiff testified that a PhD structural engineering  
was at the property on January 2 2019 to inspect the property. He found  
nothing not fixable or repairable.

50. Undisputed.

51. Undisputed.

52. Disputed in part. Plaintiff filed appeal to higher court and served upon  
all Defendants to acknowledge that demolition of my constitutional  
protected property would not be accepted since plaintiff hired contractor  
who provided an estimate and the house was insured.

53. Undisputed.

54. Disputed. Defendants demolished the building caused plaintiff  
sicknesses and psychological distress.

55. Undisputed.

56. Undisputed. I

#### IV. Thurmond's Role

57. Disputed. Thurmond knew my bankruptcy petition was over on  
December 11 2018 when my bankruptcy petition was dismissed  
voluntarily.

58. Disputed. Defendants issued no notice of any severe violation prior to  
December 11 2018. As soon as my bankruptcy petition was dismissed on  
December 11, 2018 demolitions citation was issued on December 27 2018.

59. Disputed. Defendant Thurmond can't claim she knew nothing about  
the action the legal office she worked were involved.

60. Disputed. Plaintiff admitted that the building was brace by plaintiff contractor.

61. Plaintiff have no knowledge of Thurmond function as senior legal officer but she knows that my property was no longer having bankruptcy protection.

62. Plaintiff have no knowledge of Thurmond function in her office.

63. Disputed. Thurmond was aware through payments record that the 5 property settlements completed between 2018 and 2020 were some of the claims presented at my bankruptcy petition filed in January 2020 shown as Exhibit E.

64. Disputed. Thurmond included the payments already made on her opposition to my bankruptcy petition because she paid no attention to reconciling the account paid.

65. Disputed. The premeditated action to demolish my property was initiated from the city legal department Thurmond works after plaintiff bankruptcy petition filed in New York State was dismissed on December 11 2018 at this time my bankruptcy protection was over. On December 27 2018 the city legal and licensing department condemned my property at 508 W Tabor Road without prior violation notice to address the said violation. On January 11 2019 demolished the property.

Respectfully submitted,

Date: 10/2/2023

  
Abraham Ituah (Plaintiff)

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
PENNSYLVANIA  
Abraham Ituah

Plaintiff

V.

Case

Number

CITY OF PHILADELPHIA et al. 2: 19- cv- 5088

Defendants



**CERTIFICATE OF SERVICE**

I hereby certify that on the date below, Plaintiff's Response to Defendants Motion for summary Judgment was filed with the District Court clerk and I certify a copy of my response to Defendants Motion has been served upon the Defendants by email and first class mail, postage prepaid, as follows:

Michael Pfautz

Deputy City Solicitor

City of Philadelphia Law Department

1515 Arch Street, 15th floor

Philadelphia PA 19102

215-683-5233

Michael.pfautz@phila.gov

Date

10/2/2023

  
Abraham Ituah

Plaintiff

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF RESPONSE TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT**

Plaintiff, Abraham Ituah filed this response to Defendants Motion for summary judgment pursuant to Federal Rule of civil procedure 56. In support of plaintiff response to Defendants Motion for summary judgement, plaintiff incorporated the attached Memorandum of law within the scope of my understanding as a pro se plaintiff as the court failed to provide me a counsel to help to justify Defendants constitutional rights violated and have this remanded pending action trialed by jury as I requested from the date the action was filed with U S District Court see exhibit A. Plaintiff respectfully request that the court deny Defendants Motion for summary judgment or grant in favor of the plaintiff as third circuit court judges opined.

Without a doubt, Defendants response to plaintiff discovery was not



adequately responded to by reason of immunity because the Defendants knew they have no legitimate reason to demolish my constitutionally protected property and fraudulently sold the property which was the origin of the pending case. Defendants collectively humiliate, intimidate and subjected me to all kinds of psychological and emotional torture because they are privileged to do so. It was my understanding that the city of Philadelphia has over 100 lawyers as well as private legal practitioners working for the city. Defendants claims that they are entitled to qualify immunity is absurd. Where on earth, can city employee initiate legal action to demolish citizen property not falling apart in 15 days and obtained judgment for tax default and have the property sold in sheriff's sale within 5 months, without compensation? The said sheriff's sale never occurred because tax default sales law and procedures doesn't support the Defendants claims.

#### I. BACKGROUND AND PROCEDURAL HISTORY.

On March 2018, I filed my second chapter 13 Bankruptcy in effort to redeem the property the city of Philadelphia sheriff department claimed it was sold in auction can not hold because the law wouldn't permit the property to be sold within the period the city sheriff department claimed the property sold. On April 2015 tax default action was filed against plaintiff in the amount of \$5468. The proceedings lasted through August 2015 and said sheriff's sale on September 16 2015 but it was docket on September 22 2015. All 3 court hearings took place without notification by certified mail or signed return receipts. Thurmond handled the first city of Philadelphia bankruptcy cases filed on June 6 2016 and intentionally ignored the court order requesting the returns of the excess funds from the proceeds. At the bankruptcy proceedings, the presiding Judge mentioned to me that a final decision entered in the state becomes the final judgment in real estate. Based on this fact, I requested the bankruptcy petition dismissed and a final dismissal order was entered on



December 11 2018.

**B. The demolition of the property**

On December 27 2018, unknown police officer ordered plaintiff 4 tenants to leave the building premises, claiming that the building was condemned and Joseph Carrol issued eminent dangerous citation and pasted it on the building the next day. The tenants were in panic and called me to report that the police asked them to vacate the building premises immediately. I asked the tenants to give the phone to the police officer to hear from him. He did. On the phone the unknown police officer asked, if I was the landlord to the building. I said yes. He mentioned that the tenants in my building must leave immediately because the building was condemned. I asked him to stop embarrassing my tenants because he doesn't work at the building inspection department. He hanged up. Some how, I communicated with Joseph Carrol the building inspector on the phone to know what was the reason for the building condemnation and I asked the Joseph of the time allowed to correct the violation. He said 10 days was allowed to correct the violations. Immediately, I contacted my home insurance company, building contractor and Dr. Alex (Structural Engineer) to inspect the building for structural assessment and the work to be down to correct the structural violations. On January 2 2019, Dr. Alex assessed the building and promised to make the report ready before 10 days. The building contractor provided estimates for the corrections he physical observed. Copy of the insurance, estimate and Dr. Alex inspection reports as exhibits A, B and C attached for inspection. Meanwhile there was no part of the building collapsed and none of the tenants felt threatened. Above all, the rental building rental license was active and it was issued at the city of Philadelphia. On January 2 2019, Attorney Brenda called me on the phone to report that a hearing will take place on January 3 2019 to seek judgment to demolish the property and asked that I must appear to preserve my right. I logged into the court website to check the complaint



and prepared answers which I filed with the court clerk before going to the court room for hearing. At the hearing, I requested for 10 days to provide a report to the court since the presiding Judge wanted a report justifying my defense that Doctor in Structural Engineer visited the site. Judge refused to grant my request and ordered the property demolished. I left the court room to file appeal Defendants ignored. On January 11, 2019 the demolition contractor moved equipments to demolish the property on the site. The demolition started the next day. In shocked I fell sick and psychologically depressed. I visited the clinic for treatment and founds that my high blood and cholesterol reading was elevated. I have been on the medication and meeting with my doctor and psychologist since then to control the medical problems.

#### C. Ituah's 2020 Pennsylvania Bankruptcy

On January 6 2020, I filed my 3rd Bankruptcy petition through Cibik and Cataldo, PC after consulting with Mr Cibik who said he was one time a bankruptcy trustee. Based on the credential of Mr Cibik I hired the firm in effort to negotiate with the city of Philadelphia legal department on my behalf since Thurmond was constantly asking me to get myself a lawyer. I felt hiring experienced law would help. Unfortunately, Mr Cataldo connived with Thurmond to request dismissal of my 3rd bankruptcy petition at the time the money saved with the trustee reaches the amount to cover \$10500 Cibik and Cataldo office charged. I objected to the claim of \$10500 filed by my ineffective counsel Cataldo and a hearing was held. The fees was granted by the bankruptcy judge because Thurmond was at the hearing to testify in favor of Cataldo 9 months representation. At the end of trial, Cataldo was granted the fees. In other occasions, Defendants colleagues asked the security staff to work plaintiff out of the office building and refuses to provide services. Plaintiff reported the incidents that occurred on January 2 2023 was reported to the State Attorney General's office and Joseph Carrol also asked plaintiff to leave his office



with police escort sometime ago before plaintiff property was illegally sold and demolished.

#### D. The Instance Litigation

On November 7 2019, plaintiff filed this pending complaint. The Defendants filed motion to dismiss plaintiff complaint against several defendants working with the city of Philadelphia and the District Court dismissed claims against some of the defendants in error and the Court requested that plaintiff filed amendments complaint. Plaintiff did. The District Court further dismissed plaintiff claims against almost all defendants and the court requested plaintiff to amend the complaint again on the remaining Defendants. To preserve the complaint, Plaintiff filed appealed to the 3rd Circuit Court. The appeal court opined that two specific constitutional violation claims of Retaliation and unreasonable demolition of 508 Tabor road were to be reconsidered. As a result the case was remanded for retrial. At the pre trial conference, plaintiff requested for Jury trial as plaintiff originally requested on the complaint. See exhibit x attached and plaintiff also asked the presiding Judge who once dismissed Plaintiff first District court complaint against the City of Philadelphia defendants with prejudice and dismissed several of plaintiff claims. Under normal circumstances, Honorable judge decision amounted to conflict of interest. However, the presiding Honorable Judge maintained that the action does not constitute a conflict of interest. At the conference, plaintiff mention that I was not comfortable having the same Honorable Judge retrial the case against the defendants. As alternative, plaintiff asked for alternative way to resolve the matter. Consequently, the Court agreed to schedule time for a confidential settlement conference. At the end of the settlement conference, plaintiff noticed the defendants counsel was ready to file this motion for summary judgement knowing that the Judge was likely to agree with their arguments as usual. With this belief, plaintiff filed motion to request for a counsel as plaintiff claims under retrial involved



constitutional violations. No response was received regarding plaintiff request before defendants counsel filed this opposition to Defendants motion for summary judgement. As plaintiff stated on the previous response, this matter and the previous complaint dismissed with prejudice deserved to be reviewed by the Supreme Court by filing application for writ of certiorari because the constitutional violations should be very interesting to be reviewed. Plaintiff first case dismissed with prejudice had fraudulent elements and several genuine disputes as to material fact and Defendants were not entitled to judgment as a matter of law. See docket 1504T0504 marked exhibit A. The court records revealed that the evidence justifying unresolved disputes was overwhelming. The case was initiated by the Defendants on April 22 2015 and proceedings ended on August 2015. The property was purportedly sold on September 16 2015 at sheriff sale. Sheriff sale was not done because it was impossible to conduct a lawful sheriff sale within 5 months. All proceedings and sheriff sale was completed without notices sent to plaintiff. All the events recorded on the court docket were questionably fraudulent and it reveals that there were genuine disputes unresolved.

## II. Legal standards

Defendants states "Summary Judgment should be granted, if the movant can show, there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law" without a doubt, there were several disputes as to material facts presented by the Defendants as plaintiff responses indicated. Defendants ought to know and accept that the demolition of plaintiff constitutional guarantees property ownership was violated. Its unfair that Defendants demands payment of about \$100000 for cruelly and successfully demolished property was cruel and torturing. In the same way, the verbal abuse and retaliation evidenced by demolishing plaintiff property expeditiously in 15 days without reasonable reasonable facts was also cruel and tortuous. See exhibit marked B



showing documents justifying that the building was intentionally demolished. Plaintiff evidence were overwhelming and they justified genuine disputes.

#### B. Absolute Immunity

Defendants claims of Absolute immunity is absurd. Plaintiff discovery questions were avoided by defendants as almost all questions plaintiff asked were avoided by responding with immunity privileges. "Vicarious liability holds a person or company responsible for actions committed by employees. Typically, it applies to those who are in control of people who cause harm to victims" The city of Philadelphia legal employee abuses their authority because of this belief. The defendants subjected plaintiff to all kinds of intimidation, disrespect, abuse and psychological torture and founds nothing wrong with their actions.

Defendants actions violated plaintiff constitutional right and forced plaintiff to files 3 bankruptcy petitions in search of refuge against defendants aggression and torture. Here Defendants claims to possess absolute immunity for intentionally destroying plaintiff dreamed properties.

#### C. Ituah's Taking Claim fails as a Matter of Law

I. No taking occurred Because Ituah's property was demolished under the city's police power. But

"Defendants claimed Philbin and Carroll are entitled to judgment as a matter of law because the city demolished the Tabor property under its police powers to protect health and safety, meaning that the takings clause is not implicated and no compensation is owed" Defendants vicariously destroyed plaintiff federally constitutionally protected four (4) apartment property and deprived plaintiff of yearly rental income of over \$20000 and on going rents lost and not compensated and the matter was silence by this same court for unknown reason. Defendants decided to fraudulently demolished plaintiff constitutionally protected property



again. Plaintiff deserves compensation as required by law. Philbin and Joseph Carroll allegedly claimed that plaintiff property has violation that was noticed and no part of the building collapsed that Defendants can present as evidence. Defendants was issued violation notice on December 27 2018 after plaintiff New York bankruptcy petition was voluntarily dismissed on December 11 2018. On January 3 2019 Defendants obtained judgment to demolish plaintiff property and plaintiff immediately filed appeal which was ignored by Defendants. On January 11 2019 permit was issued for demolition and demolition occurred, in spite of unresolved pending appeal.

II. Philbin and Carroll are entitled to immunity. Defendants defense can't stand because their actions was unreasonable not to allow time to repair the violations. By Defendants admission "if the code official determines that a building is imminently dangerous, they're then required to notify the property owner in writing with description of the imminently dangerous condition, specifying the required repair to make, or requiring the imminently dangerous structure to be demolished within a stipulated time Id at PM-110.2" Defendants stipulated no time to repair the violations as stated above. Defendants issued violation December 27 2018 and moved to demolish the property by filing complaint action on January 2019. Defendants action was clearly a violation of plaintiff constitutional right to property ownership. For Defendants to request that plaintiff pay the demolition cost is unreasonable and compensation to replace the building is hereby demanded.

#### ARGUMENT

Evidently, it was unreasonable not to specify time to perform repairs. Defendants moved to file complaint to demolish immediately after the violation notice was issued. Defendants action was possible because the bankruptcy petition filed by Plaintiff was inactive. Thurmond was the bankruptcy attorney and she testified in favor of my attorney at a motion



hearing opposing plaintiff attorney excessive fees for his ineffective representation in 9 months during my 3rd Bankruptcy petition in 2020. In both claims, Defendants actions were unreasonable and retaliatory. In all respects, plaintiff fifth Amendment violation claims is legitimate and plaintiff deserve to be compensated as a matter of law.

Defendants argument in my view points Defendant attempt to mislead the court to believe that all unreasonable actions taken by the Defendants were alright because of "Absolutely Immunity" perhaps Defendants might also believe they have absolutely immunity to undermine Federal law.

Based on the above plaintiff explanation as a pro se. Plaintiff sufficiently justified the unreasonable action taken by the Defendants that made them liable as plaintiff alleged on the complaint. Therefore, plaintiff deserved to be compensated as a matter of law.

#### Conclusion

Defendants request for Summary Judgment must be denied because Defendants defenses lacks credible reason to justify Judgment.

Defendants failed to justify their unreasonable demolition of Plaintiff constitutionally protected property and show show reason for the retaliation actions taking against plaintiff. In fact, Plaintiff deserved a judgment to be compensated as a matter of law.

Respectfully Submitted,



Abraham ituah (citizen)

Date: 10/2/2023

Pro Se PLAINTIFF

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF  
PENNSYLVANIA

Abraham Ituah

Plaintiff

V.

Case Number

CITY OF PHILADELPHIA, et. Al. 2: 19- cv- 5088

Defendants



**CERTIFICATE OF SERVICE**

I hereby certify that on the date below, Plaintiff's Response to Defendants Motion for summary Judgment was filed with the District Court clerk and I certify a copy of my response to Defendants Motion has been served upon the Defendants by email and first class mail, postage prepaid, as follows:

Michael Pfautz

Deputy City Solicitor

City of Philadelphia Law Department

1515 Arch Street, 15th floor

Philadelphia PA 19102

215-683-5233

Michael.pfautz@phila.gov

Date 10/2/2023

*Abraham Iturbide*

Exhibit ~~C~~ A: plaintiff forwarded this complaint to various entity as well as to the chief circuit court for help and to investigate the reason my fifth Amendment violation is not look into

The first constitutional violation was my property that was taken from me without due process. The case was trialed at Philadelphia court of common pleas docket number 1504T0504 attached shows the entries of the events. The docket shown that the action commenced on April 22 2015 at 5:15pm and Amendment of the tax claim was on April 22 2015 at 5:15 pm. No notice of service and return receipt signed by plaintiff was on court records. On May 8 2015 Rule was entered by Judge Carpenter to sell the premises without hearing and there was no notification to that effect but the court records shows 6 different affidavits of service prior to August 7 2015, Judge Carpenter entered Order and Degree (Final Disposition) declaring that the premisesa am shall be sold by sheriff, free and clear of all claims. This order was facially and fatally defective as it was issued in the absence of hearing.



Complainant received no notices before the order was entered. On September 21, 2015 sheriff sale was docketed but the docket entry shows the property was sold to Dimitrious Dimopoulos (Greek citizen) for the sum of \$34,500 on September 16 2015 without Public auction and complainant wasn't notified about the sale of the property before and after the sale. The sale of the property was not publicly advertised as required by the Municipal Claims Lien Act. Immediately, I received a change of property ownership on record. I filed a motion to set aside the sheriff sale on September 21 2015 and the buyer response date was October 13 2015. On October 13 2015 at 5:15 pm, the city lawyer, Cynthia Stavrakis, a Greek-American citizen filed answer on behalf of the buyer Mr Dimopoulos, a Greek citizen. On October 23 2015, Judge Carpenter denied my motion to set aside sheriff sale. I filed another motion for reconsideration on November 17 2015 and Judge Carpenter denied my motion for reconsideration on November 18 2015. Cynthia Stavrakis and the buyer registered a new business name called cool space LLC and expeditiously transferred the title to cool space LLC. This step was taken to satisfy the outstanding order of the court of commonwealth decision setting the standard to grant or not to grant redemption petitions after the title was transferred. In which case, expeditiously transfer of the title of the property stopped my chances of redeeming the property as the commonwealth Judge opined. However, on December 2 2015, I filed motion to redeem the premises while the buyer response date was December 22 2015. Cynthia Stavrakis again filed answer to oppose the motion to redeem. Under normal circumstances, it was a conflict of interest for the city lawyer to answer my motion on December 22 2015 after the office hours. On December 28 2015, Honorable Judge Carpenter issued a "Rule upon the respondent and Third party purchaser to show course, why the petitioner was not entitled to redemption..." and a hearing was scheduled for February 11 2015. On the day of the hearing, I was present with 2 citizens witnesses ready to testify. Honorable Judge Carpenter continued the hearing to a new date and advised me that I would need to show that I have over \$50000 to redeem the property with evidence of the amount was required by the court at the next hearing date. After the



judge comments, I expressed to the court that my 2 witnesses might not have the time to come the court again to attend the next hearing date. Honorable Judge said they don't have to be present. The case was continued for further hearing to March 23 2015. I gathered the proof of funds as requested by Judge. However, the actual amount stated on the tax complaint was \$5468.01. Judge granted 30 days to complete discovery. I filed to request for interrogatories and production of documents but no response was received from the Cool Space LLC prior to the day of hearing and my witnesses were not available to attend the hearing. Judge Carpenter started the hearing and said "off the record" and commented that she doesn't like people losing their home and asked that I should discuss with the buyer to see if we can resolve the redemption charges. While we were outside the court room discussing. Cynthia Stavrakis appeared at the Judge Carpenter chamber. The buyer's counsel requested for \$56000 from me to resolve the redemption charges. I said to counsel that I can't offer more than \$5468.01 which was the tax amount owed to the city of Philadelphia. Shortly after, Cynthia Stavrakis walked through and asked the buyer's counsel to go in for hearing. The counsel stopped conversation with me and walked into the court room and I followed. Judge Carpenter resumed hearing and declared that the hearing must begin. The buyer's Counsel presented to me, inside the court room some black and white pictures as exhibits to be presented at the hearing to justify the amount requested for the work already done in the building. I said to Judge Carpenter, I needed attorney to continue the hearings and objected to the exhibits presented to me because the rule required the exhibits to received prior to the date of hearings. Above all, none of my witnesses were around to testify on my behalf. I mentioned to the court that the buyer failed to respond to my discovery request and asked the court to sanction the buyer and I requested for continuance the trial. Judge Carpenter denied my request and continued proceedings by asking the counsel questions and receiving testimony from the buyer's counsel. I was completely confused as the Judge received testimony and exhibits from the buyer's counsel. At the end of the purported trial. Judge Carpenter denied my motion to redeem the



property. This Judge decision marked the beginning of my financial problems. Consequently, I filed a complaint with US District court of the Eastern District of Philadelphia and 3 bankruptcies petitions in efforts to get back the property sold. All my efforts to receive justice failed. As my struggle continued. Cynthia Stavrakis who mastermind the illegal sales of the property resigned her appointment as the city of Philadelphia lawyer to silenced the truth. The U S District Court Judge sadly dismissed the case with prejudice to terminate my complaint. A decision I seriously disagreed with because there were elements of fraud in the way the property was sold and causing Cynthia Stavrakis to resign after about 4 years service.

After these experiences, the city of Philadelphia attorneys started retaliatory actions to destroy all I worked for and seriously caused me financially handicapped. The city of Philadelphia account and legal employees started creating and doubling accounts to keep me in debt. In 2018-2020, The city law department staffs were jointly and seriously engaged in retaliatory actions, to the extent, tax and water bills amounts were inaccurately documented and unsold remaining properties taxes and bills were inaccurately represented as claims. On December 27 2018, the city of Philadelphia law department condemned another of my property located at 508 W. Tabor Road, Philadelphia and demolished the property on January 11 2019. As at now, the city of Philadelphia sent me a bill of about \$100000 for me to pay to cover the cost of demolition.

In the light of the above explanation. I definitely required law protection and fair justice to save my soul and psychological pain and suffering, I am currently subjected to all kinds of unfair treatments by the city of Philadelphia law department because I am seeking to get justice. The unfair judgment entered by Honorable Judge Carpenter complicated my life. Meanwhile, I will continue to seek remedy for the prevailing situation. I am seriously facing difficult financial problem as a result of the city of Philadelphia torture and inhumane treatments. Currently the 3rd circuit







telephone 215 683 5233

Date: October 2 2023

  
Abraham Ituah

**Exhibit ~~1~~ plaintiff appeal for help from the Mayor of Philadelphia  
Mayor of the city of Philadelphia,**

Congratulations and the citizens of Philadelphia are happy to have your serve for the second term because I personally believed that your leadership is the most fair leadership since I arrived Philadelphia to do business. With that notes, I felt it's imperative to inform you of the financial pressures that your city staffs discriminatorily subjected me to. I like to mention that the law department are mainly responsible for the violations of my constitutional rights , oppression, intimidation, harassment and discrimination that I am subjected to in the city.

First and foremost, I like to mention that before you were sworn in on January 4, 2016, as the 99th Mayor of Philadelphia, the legal department staffs like Cynthia Stavraski responsible to handle default property connived with sheriff department to sell my property that worth about \$300000 to investor from Greek, her country's man for \$34500 and the sales was completed without proper service and no public auction conducted to make the sale. I did everything legally permissible but all to no avail because of the corrupt system within the departments. The only actions taken by the city was to readdress the process of default property sale and Stavraski Cynthia was removed from her position to silence the atrocities she committed and no consideration was given to my situation. The experience placed me in a serious financial predicament and I had to file the first bankruptcy petition to protect and sought means to recover the property. However, I contacted the State Attorney General's Office for help; after, having interview with one of the Attorneys. The attorney advised me to consult with James Zwolak the head of tax default unit working at law department but he refused to meet with me to address the problem. The only refund I received after two years my property was sold was about \$11000 from the sale of the property whereas the judgment stated otherwise. Consequently, I was false to file chapter 13 bankruptcy to protect my investments of over \$1 Million in the city between 2005 through 2015.



Unfortunately, since the legal department was directly involved my bankruptcy attempts failed 3 times. In addition, the city staffs at the water revenue and tax department seriously engaged duplicating the accounts and deliberately refused to update records with all the payments made in many occasions. Presently, many different outside collections agencies are currently harassing me when they called on the phones to demand payments from me for water bills that were already paid either by payment arrangements and/or at the sales of the properties.

In 2019, a total of about \$150000 was paid to Title agent Mike on behalf the city after the settlements of 5 properties and other payments that ought to have resulted in full settlement of all my liabilities to the city. Unfortunately, the water and tax departments continue to create unreal accounts to keep me in debt whereas if a good accounting was done I ought to receive refunds from the excessive collections taken from me. Settlement statements shows all monies collected at settlement of the following 5 properties as well as other payments received from me and inaccurately applied or not applied at all. The properties sold were as follows:

1. 1700 N. Dover Street, Philadelphia PA 19120
2. 5551 Morris street, Philadelphia PA 19144
3. 5229 Germantown Avenue, Philadelphia, PA 19144
4. 4021 66th street, Philadelphia PA 19144
5. 3865 Bouvier street, Philadelphia PA 19132.

Before the settlement of these properties my liabilities to the city including manipulated bills created from 2010 to 2019 (see exhibit) were sup to be zeroed by the title agent before the settlement occurred. Otherwise, title agent wouldn't settle the transactions. The city staffs intensified harassment, oppression and discriminated against me in all forms; eventually led to the demolition of my 4 units property located at 508 W Tabor Road Philadelphia PA19120 that was actively rented with building and renter permits. The city intentionally declared the building eminently condemned and the building was demolished within 2 weeks. Notwithstanding the appeal was timely filed. Because of this experience I suffered mental pains and I was medically diagnosed and placed on depressions medication and my high blood and cholesterol level increased.



The demolition of the property was successful because your legal department knew my property was no longer under bankruptcy protection and they undermined the due process constitutional right.

Nowadays I received two to five harassment calls from collection agencies affiliated with the city of Philadelphia demanding water and tax departments payoff of money I owed to the city of Philadelphia from 2012 to 2021. In actuality, all monies owed to the city were already paid or settled at settlements. The title agent wouldn't have reach settlement of the sale of the five properties.

I am forwarding this complaint to your attention because the oppression, intimidation, harassment and discrimination that I am presently facing are heavily suppressing my spirit to survival. I need your help to survive the city staffs attack. I felt, if no help from you at this time to release me from the financial mess the city staffs currently subjected me to. I wouldn't have the opportunity to sell the property left unsold in order to move out the city. Something unfortunate might happen to me.

The list of my properties the tax and water departments are stopping from selling because of the excessive and inaccurate bills are as to follows:

1. [33 S 53rd Street, Philadelphia PA 19139](#)
2. [419 W. Godfrey Avenue, Philadelphia PA 19120](#)
3. [2507 N. 19th street, Philadelphia PA 19132](#)
4. [2538 N. Gratz Street, Philadelphia PA 19132](#)
5. [212 S Edgewood Street, Philadelphia PA 19139](#)
6. [3301 A Street, Philadelphia PA 19134](#)
7. [4021 Neilson Street, Philadelphia PA 19124](#)
8. [4624 N. 12th street, Philadelphia PA 19120](#)

All these properties are currently said to be in default without proper accounting or billing statements supporting the city claims. In actuality, the city owed me refunds from duplicated charges, interest, penalties and other unexplained charges created to make me insolvent. See the attached exhibit showing payments not credited. All these experiences began after



Cynthia Stavrakis and James Zwolak sold the property at 3843 Fairmont Avenue, Philadelphia PA, a property I bought as a memorial home, while I was graduating from Drexel university. Where's Cynthia Stavrakis now? Many citizens lost their homes while she was the attorney incharge of default properties.

At this point, I am honestly seeking for your assistance as the head of the city of Philadelphia to resolve the financial problems i am presently subject to by the city staffs. I am sure resolving the problem at your position will reduce the negative exposure experienced in the city. I do intend to go public and file petition for writ of certiorari,

if the effort to resolve these problems failed.

I humbly look forward to hearing from you at your convenience.

Your Sincerely,

Abraham Ituah (U. S. Citizen)

#### Exhibit: Discovery interrogatory and production of Documents

Defendants failed to address adequately

#### PLAINTIFF'S FIRST SET OF INTEROGATORIES TO DEFENDANTS

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and Local Rule 26.1, Plaintiff , requests that Defendant serve upon Plaintiff answers under oath to each of the following interrogatories within thirty (30) days of service of these interrogatories.

#### DEFINITIONS

The following definitions shall apply to these interrogatories:

1. The words and phrases used in these interrogatories shall have the meanings

ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Eastern District of Pennsylvania. In addition, the following terms shall have the meanings set forth below:



2. "Action" or "Complaints" refers to the Complaint in the above-captioned matter, filed by Plaintiff on October 8, 2020 Amended as the court directed.
3. "Communication" refers to the transmittal of information in the form of facts, ideas, inquiries, or otherwise, whether written or oral, including, but not limited to, interviews, conferences, conversations, discussions, meetings, contracts, agreements, letters, memoranda, reports, emails, or facsimiles. The term "communication" further includes any transmittal of information on any and all social media platforms and applications, including, but not limited to, Facebook, Twitter, Google+, WhatsApp, Signal, or any internet forum or blog.
4. "Document" has the same meaning as that in Rule 34 of the Federal Rules of Civil Procedure, and thus is used in the broadest, most comprehensive sense. It refers to the original and each and every non-identical copy of all writings of every kind, including, but not limited to, bulletins, calendar or diary entries, charts, claims and reimbursement data, contracts, computer files, computer print outs, directives, drafts, electronic mail and electronically stored information and metadata, expense records, meeting minutes, and all other data compilations from which information can be obtained in reasonably usable forms.
5. "Including" means "including but not limited to."
6. "Person," as used herein, refers to all individuals and entities, including, without limitation, any business or governmental entity or association.
7. "Reflecting," "referring," and/or "relating," as used herein, shall be interpreted broadly, including by both explicit and implicit reference, to mean (without limitation) "defining," "discussing," "containing," "construing," "concerning," "constituting," "embodying," "pertaining," "stating," "supporting," "dealing with," or "prepared as a result of."
8. "Defendants" "City of Philadelphia et al," "You," or "Your," as used



herein, refers to all named Defendants on the complaints and includes their representatives, agents, and all other persons or entities acting or purporting to act on their behalf.

9. "Plaintiff" refers to Abraham Ituah

10. "The City of Philadelphia" or the "City" refers to a political subdivision of the Commonwealth of Pennsylvania, and includes its representatives, agents, and all persons or entities acting or purporting to act on its behalf.

11. The "Property" refers to a parcel located at 508 West Tabor St referenced in paragraph 4 of the Amended Complaint as directed to the court

#### INSTRUCTIONS

1. Each interrogatory is to be answered fully based on information in your possession, custody, or control, or in the possession, custody, or control of your representatives, agents, or attorneys.

2. If you object to any interrogatory or any portion of an interrogatory on the ground that the answer reflects or would reveal the substance of a privileged communication, identify:

a. b. c.

d.

e. f.

g. h.

the nature of the privilege claimed;

the person who made the communication, whether oral or in writing;

if the communication was oral, all persons present while the communication was made;

if the communication was written, the author, addressees, and any other recipients;

the relationship of the author of the communication to each recipient;

the relationship of the persons present to the person who made the



communication;

the date and place of the communication; and  
the general subject matter of the communication.

Unless otherwise specified in any of the interrogatories below, these interrogatories cover the time period from September 16, 2015 through and including the present.

4. Answers to these interrogatories shall be served upon Abraham Ituah via mail and email within thirty (30) days of service of these interrogatories.

5. These interrogatories are continuing in nature. If you receive or otherwise become aware of information responsive to any interrogatory after you have served your answers to these interrogatories, you must promptly supplement your answers to these interrogatories to provide such information, as required by Federal Rule of Civil Procedure 26(e).

#### INTERROGATORIES

1. For each " Action " referenced in Plaintiff Complaints that was filed, explain which of the claims has no merits to be tried in a perfected jury trial and why should the claims be dismissed? State the section of law excluding the city of Philadelphia to override appeal filed by plaintiff.

ANSWER:

2. For each verbal communication Pamela Thurmond and other City employees actions supports claim of retaliation after the lawsuit to recover plaintiff property fraudulently sold by Cynthia Starvraski and Bankruptcy filed in New York were dismissed. Defendant, Pamela Thurmond and other Defendants must give reasons why shouldn't consider their actions as retaliations?

ANSWERS:

3. For each verbal communication Plaintiff had with Defendants Pamela



Thurmond, Brendan Philbin, and Joseph Carrol at different occasions ended by terminating calls and Mr Carrol called the police to intimidate plaintiff. How would you described such experiences?

ANSWER:

4. Explain the factual basis for Mr. Philbin to call plaintiff on the phone January 2 2019 to request plaintiff reports for emergency hearing on January 3, 2019.

ANSWERS:

5. Plaintiff received the first violation notice on December 28th 2018 and unknown police officer terrorized and ordered plaintiff tenants to vacate the building and declared to them that the building was condemned. What's the name of police officer? Was issuance of violation carried out by a police officers? Can Joseph carrol identify any owner of property in Philadelphia issued eminent dangerous violation and petition the court to get judgment to demolish the property within 5 days.

ANSWERS:

6. Explain the factual basis for Defendant Pamela Thurmond to testified for plaintiff bankruptcy lawyer who dubiously collected \$10000 from plaintiff for representation from January 20 2020 through September 2020.

ANSWERS:

7. Explain the factual and legal basis for Ms Thurmond to file a motion to dismissed plaintiff third bankruptcy petition.

ANSWER:



8. Explain the factual basis for issuing a condemnation notice on December 2018 shortly after plaintiff Bankruptcy filed in New York was dismissed on November 2018. State the date and time the violation was first noticed.

ANSWERS:

9. Explain the factual basis for sending demolition charges and already paid utility bills to plaintiff of the property located at 508 W Tabor Street for payment;

ANSWERS:

10. Explain the factual basis and why plaintiff must pay the bills for demolition on the matter active before this court.

ANSWER:

11. Explain the factual basis for demolition of plaintiff building based on judgment entered on January 3 2019 and ignored plaintiff appeal filed on January 4 2018.

ANSWERS:

12. What's the basis of not receiving responses from Ms Thurmond and other city employees on over 12 inquiries plaintiff submitted if not retaliation.

ANSWER:

13. Explain the basis for the Defendants Pamela Thurmond subordinates working in the 5th floor of the Municipal building called security officers to escort plaintiff out of the building on February 1 2023

ANSWERS:

14. Identify any expert from whom your plan to obtain for use in this Action.

ANSWER:



Date: April 11, 2023.

  
Abraham Ituah  
PLAINTIFF

CERTIFICATE OF SERVICE

I, Abraham Ituah, Plaintiff certify that on this date, I caused a true and correct copy of the foregoing to be served on the following via e-mail and mail:

TO:

Michael Pfautz Esquire  
City of Philadelphia Law Department  
1515 Arch Street, 15th Floor  
Philadelphia, PA 19102  
(215) 683-5233 Michael.  
Pfautz@phila.gov

April 14 2023.

  
Abraham Ituah  
PLAINTIFF

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT  
OF PENNSYLVANIA

Abraham Ituah

Plaintiff

v.

CIVIL ACTION

Case: 2-19-05088

City of Philadelphia et al

Defendants

PLAINTIFF'S SECOND SET OF REQUESTS FOR PRODUCTION OF  
DOCUMENTS TO DEFENDANTS

Plaintiff hereby demand that the above-named Defendants provide



responses to the following Requests for Production of Documents ("Requests") under oath within 30 days of service hereof, or at such time as may be agreed on by counsel or ordered by the Court, pursuant to the Fed. R. Civ. P. 26 and 34. These Requests are to be deemed continuing and shall require supplemental answers from time to time to the extent required by the Federal Rules of Civil Procedure.

#### DEFINITIONS

1. The words and phrases used in these Requests shall have the meanings ascribed to them under the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the Eastern District of Pennsylvania. In addition, the following terms shall have the meanings set forth below:
2. "Action" or "Complaint and Amended complaint" refers to the Complaint in the above-captioned matter, filed by Plaintiff on before and October 8, 2020.
3. "Communication" refers to the transmittal of information in the form of facts, ideas, inquiries, or otherwise, whether written or oral, including, but not limited to, interviews, conferences, conversations, discussions, meetings, contracts, agreements, letters, memoranda, reports, emails, or facsimiles. The term "communication" further includes any transmittal of information on any and all social media platforms and applications, including, but not limited to, Facebook, Twitter, Google+, WhatsApp, Signal, or any internet forum or blog.
4. "Document" has the same meaning as that in Rule 34 of the Federal Rules of Civil Procedure, and thus is used in the broadest, most comprehensive sense. It refers to the original and each and every non-identical copy of all writings of every kind, including, but not limited to, bulletins, calendar or diary entries, charts, claims and reimbursement data, contracts, computer files, computer print outs, directives, drafts,



electronic mail and electronically stored information and metadata, expense records, meeting minutes, and all other data compilations from which information can be obtained in reasonably usable forms.

5. "Including" means "including but not limited to."

6. "Person," as used herein, refers to all individuals and entities, including, without limitation, any business or governmental entity or association.

7. "Reflecting," "referring," and/or "relating," as used herein, shall be interpreted broadly, including by both explicit and implicit reference, to mean (without limitation) "defining," "discussing," "containing," "construing," "concerning," "constituting," "embodying," "pertaining," "stating," "supporting," "dealing with," or "prepared as a result of."

8. "Plaintiff," "Ituah," "You," or "Your," as used herein, refers to Plaintiff Abraham Ituah and includes his representatives, agents, and all other persons or entities acting or purporting to act on his behalf.

9. "Defendants" refers to Defendants Pamela Thurmond, Brendan Philbin, and Joseph Carroll.

10. "The City of Philadelphia" or the "City" refers to a political subdivision of the Commonwealth of Pennsylvania, and includes its representatives, agents, and all persons or entities acting or purporting to act on its behalf.

11. The "Property" refers to a parcel located at 508 West Tabor St referenced in paragraph 4 of the Complaints.

#### INSTRUCTIONS

1. Except where otherwise indicated, these Requests seek all documents created in, or in any way covering, in effect, or relating to the period from January 1, 2018 to the present.

2. Each Request for "all documents" includes any communications relating to the subject matter of the request.

3. These Requests seek all documents and information within your



possession or control, as well as the possession or control of your attorneys, employees, agents, contractors, investigators, or representatives.

4. If any portion of any document is responsive to any Request, then the entire document must be produced in its entirety and without deletion, abbreviation, redaction, expurgation, or excisions, regardless whether you consider the entire document to be relevant or responsive to these Requests, including all cover letters and cover emails. Copies that differ in any respect from an original (because, by way of example only, handwritten or printed notations have been added) should be produced separately. If you have redacted any portion of a document, stamp the word "redacted" on each page of the document that you have redacted. Privileged redactions must be included in a privilege log; any non-privileged redactions must also be included in a log describing the basis for the redaction.

5. You should pr



A

EXHIBIT



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

GJP

Abraham Ituah

92 Robinson Avenue, Newburgh NY 12550

(In the space above enter the full name(s) of the plaintiff(s))



5088

- against -

COMPLAINTJury Trial: ☒ Yes ☐ No

(check one)

City of Philadelphia

James Zwolak

Brendan J Philbin

Joseph Carroll

Zachary Strassburger

Carmen Sanchez - Tax Analyst II

Roslyn Speller - Rev. Collection Supervisor

Police Department

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

## I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary

Plaintiff

Name

Street Address

County, City

State &amp; Zip Code

Telephone Number

Abraham Ituah

92 Robinson Avenue

Orange, Newburgh

New York, 12550

(310) 381-9859



- B. List all defendants. You should state the full name of the defendants, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant can be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary

Defendant No. 1 Name City of Philadelphia  
 Street Address 1515 Arch Street  
 County, City Philadelphia  
 State & Zip Code PA 19143

Defendant No. 2 Name James Zwolak Esq. (Deputy Solicitor)  
 Street Address 1515 Arch Street  
 County, City Philadelphia, Philadelphia  
 State & Zip Code PA 19143

Defendant No. 3 Name Brendan J. Philbin Esq. (Deputy Solicitor)  
 Street Address 1515 Arch Street  
 County, City Philadelphia, Philadelphia  
 State & Zip Code PA 19143

Defendant No. 4 Name Joseph Carroll (JIT Supervisor)  
 Street Address 1401 JFK Blvd, 11th floor  
 County, City Philadelphia, Philadelphia  
 State & Zip Code PA 19102

## II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

- A. What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal Questions

☒ Diversity of Citizenship

- B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue?

Violation of fifth and fourth Amendment  
Rights Constitutionally guaranteed to  
the citizens

C If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship Pennsylvania  
 Defendant(s) state(s) of citizenship New York

### III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? Philadelphia,  
Pennsylvania

B. What date and approximate time did the events giving rise to your claim(s) occur? January  
3, 2019 and September 16, 2015

C Facts: ① The City of Philadelphia employees intentionally violated my fifth and fourth Amendment rights of property ownerships by illegally selling and demolition of my property without 'due process'.  
② James Zwolak with his subordinates discriminated against me because of my Race and National origin.  
③ The City of Philadelphia employees collectively Retaliated against me because of the lawsuit I filed against the City lawyer, Cynthia Starvakis, the Sheriff Department and the City of Philadelphia at the time my property located at 3843 Fairmount Avenue was illegally sold by Starvakis Cynthia to her relation.  
The State Attorney General office was notified and I was interviewed. At the conclusion, I was advised to contact James Zwolak but he deliberately refused to meet with me. HUD was also notified about the discrimination. Court Records and Exhibits are available to justify what happened.

What happened to you?

Who did what?

Was anyone else involved?

Who else saw what happened?



## THE ROLE OF THE SHERIFF DEPARTMENT

It is pertinent that I include the following as part of Complaint.

1) The events involving the sale of my property at 3843 Fairmont Avenue, Philadelphia masterminded by Cynthia Stavrakis, the City Assistant Attorney, was possible because the discriminate role played by the Sheriff Department. No service was delivered to me anytime before the sale of the property. Surely the transfer of the property was done expeditiously because Cynthia Stavrakis was involved.

2) The Demolition of my property at 508 W. Tabor Road, Philadelphia was possible because the Police Officer was at my property on January 27, 2019 to allege that the building was condemned and order the tenants vacate immediately before the License and inspection department visited the property and placed a notice I never received until 1/31/2019 which was the day the Court ordered the building demolished.

3) The Police Department Staff invaded my property and removed my Car (Mercedes ML320) parked at the rear of my property without any notices. AL

## IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received.

~~The City of Philadelphia employees actions~~  
 caused me several illnesses and sleepless nights.  
 I constantly suffer headache pains, depressions,  
 restlessness. The effects of the City of Philadelphia staff  
 resulted in emotional and psychological distress to  
 the extent that my present medical state is critical.  
 My prescription for High blood pressure and Cholesterol was  
 increased from 5mg to 10mg and a new prescription  
 drug for depression called Fluoxetine 10mg was  
 recommended to suppress the depression. As for, as  
 sleeplessness no medication worked. Day after Day  
 I barely sleep for 3 hours especially as the harassment  
 and retaliation continued. The City of Philadelphia claimed  
 from my property sale over \$170,000 on Water, Taxes, License Inspection.  
 State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and

the basis for such compensation.

I respectfully request that this Court protect  
 my Constitutional right, in respect of my  
 Race and National origin as well as my right  
 to private property as explained on the Complaint.  
 The City of Philadelphia employees and the Sheriff  
 department should stop the unnecessary harassment  
 and discriminations by abuse of power to seize  
 and destruction of my property without due process.  
 I want the Court to order a stay on writ of execution  
 of any for the loss of Distressing my property situated  
 at 508 W. Tabor Road, Philadelphia and review the  
 Court record to reverse the sale of my property located at  
 3843 Fairmount Avenue, Philadelphia executed without due  
 process. In addition, I pray this Court to help me recover at least  
 \$1,000,000 I invested in Philadelphia market as damages for  
 negligent infliction of emotional and psychological distress or  
 as the Court may consider appropriate.



I declare under penalty of perjury that the foregoing is true and correct.

Signed this 30 day of October, 2019.

Signature of Plaintiff

Mailing Address

Telephone Number

Fax Number (if you have one)

E-mail Address

Al  
92 Robinson Avenue  
Newburgh NY 12550  
USA  
(310) 381-9859  
  
aitnah@aol.com

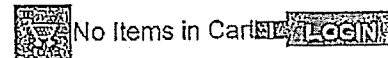
Note: All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

For Prisoners:

I declare under penalty of perjury that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I am delivering this complaint to prison authorities to be mailed to the Clerk's Office of the United States District Court for the Eastern District of Pennsylvania.

Signature of Plaintiff: \_\_\_\_\_

Inmate Number \_\_\_\_\_



## Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

Case Description

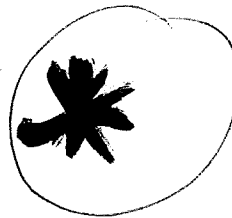
Case ID: 1504T0504  
 Case Caption: CITY OF PHILADELPHIA VS ITUAH  
 Filing Date: Wednesday, April 22nd, 2015  
 Court: REAL ESTATE TAX LIEN PETITION  
 Location: City Hall  
 Jury: NON JURY  
 Case Type: REAL ESTATE TAX LIEN PETITION  
 Status: ORDER AND DECREE - FINAL DISPO  
 Cross Reference: TL 243013900

Related Cases

No related cases were found.

Case Event Schedule

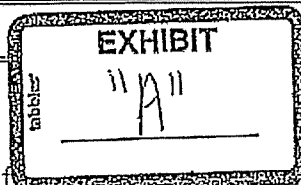
No case events were found.

See Aside  
PagesCase motions

No case motions were found.

Case Parties

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	ZWOLAK, JAMES J
<b>Address:</b>	MUNICIPAL SERVICES BUILDING 1401 JOHN F. KENNEDY BLV. 5TH FLOOR PHILADELPHIA PA 19102 (215)686-0523		<b>Aliases:</b>	none












2	1	PLAINTIFF	CITY OF PHILADELPHIA
<b>Address:</b>	c/o LAW DEPARTMENT 1515 ARCH ST, 14TH FLOOR PHILADELPHIA PA 19107	<b>Aliases:</b>	none
3		DEFENDANT	ITUAH, ABRAHAM
<b>Address:</b>	3843 FAIRMOUNT AVENUE PHILADELPHIA PA	<b>Aliases:</b>	none
4		PRO SE FILER	ITUAH, ABRAHAM
<b>Address:</b>	5229 GERMANTOWN AVENUE P O BOX 48024 PHILADELPHIA PA 19144 (267)471-5511	<b>Aliases:</b>	none
5	1	ATTORNEY FOR PLAINTIFF	STAVRAKIS, CYNTHIA
<b>Address:</b>	1601 CHERRY STREET SUITE 1210 PHILADELPHIA PA 19102 (215)557-5652	<b>Aliases:</b>	none
6		JUDGE	CARPENTER, LINDA
<b>Address:</b>	PHILADELPHIA	<b>Aliases:</b>	none
7		ATTORNEY FOR RESPONDENT	MYLONAS, PETER G

<b>Address:</b>	MARPLE EXECUTIVE CENTER 2725 WEST CHESTER PIKE BROOMALL PA 19008 (610)355-1000	<b>Aliases:</b>	none
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Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date
22-APR-2015 05:15 PM	ACTIVE CASE			23-APR-2015 10:37 AM
<b>Docket Entry:</b>	E-Filing Number: 1504046124			
22-APR-2015 05:15 PM	COMMENCEMENT OF CIVIL ACTION	ZWOLAK, JAMES J		23-APR-2015 10:37 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">Final Cover</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	none.			
22-APR-2015 05:15 PM	AMENDED TAX CLAIM FILED	ZWOLAK, JAMES J	\$5,468.01	23-APR-2015 10:37 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">3843 Fairmount Avenue.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	AMENDED CLAIM FILED. FOR RULE INFORMATION, SEE RECORD.			
22-APR-2015 05:15 PM	CITY CHARGE	ZWOLAK, JAMES J		23-APR-2015 10:37 AM
<b>Docket Entry:</b>	none.			



13-MAY-2015 09:23 AM	RULE ISSUED			13-MAY-2015 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">RLFTX 5.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	RULE ENTERED UPON ALL INTERESTED PARTIES TO SELL THE PREMISES 3843 FAIRMOUNT AVE. AS FULLY DESCRIBED IN THE TAX INFORMATION CERTIFICATE, BY THE SHERIFF OF PHILADELPHIA COUNTY BECAUSE OF DELINQUENT REAL ESTATE TAXES, FREE AND CLEAR OF ANY ENCUMBRANCES. EO-DIE PETITION FILED. ...BY THE COURT - CARPENTER, J., 5/8/15			
09-JUL-2015 02:55 PM	AFFIDAVIT OF SERVICE FILED			09-JUL-2015 02:55 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">BRT 3843 Fairmount Avenue 07-09-2015.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ABRAHAM ITUAH BY POSTING OF PREMISES ON 07/05/2015 FILED.			
10-JUL-2015 07:56 AM	AFFIDAVIT OF SERVICE FILED			10-JUL-2015 08:56 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">BRT 3843 Fairmount Avenue 07-09-2015.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON ABRAHAM ITUAH BY POSTING OF PREMISES ON 07/05/2015 FILED.			
04-AUG-2015 06:41 PM	AFFIDAVIT OF SERVICE FILED	ZWOLAK, JAMES J		05-AUG-2015 08:43 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">1504T0504.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	AFFIDAVIT OF SERVICE OF UPON BY CERTIFIED MAIL, FIRST CLASS REGULAR MAIL ON 07/20/2015 FILED. (FILED ON BEHALF OF ABRAHAM ITUAH)			
10-AUG-2015 11:37 AM	ORDER AND DECREE - FINAL DISPO			10-AUG-2015 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			

ORDRT\_9.pdf

Docket  
Entry:

DECREE ENTERED. THE COURT ORDERS AND DECREES THAT THE PREMISES, TO WIT: 3843 FAIRMOUNT AVE, AS FULLY DESCRIBED IN THE TAX INFORMATION CERTIFICATE, SHALL BE SOLD BY THE SHERIFF, CLEAR OF ALL CLAIMS, LIENS, MORTGAGES, GROUND RENTS, CHARGES, AND ESTATES, TO THE HIGHEST BIDDER AT SUCH SALE; AND THE PROCEEDS REALIZED THEREFROM SHALL BE DISTRIBUTED IN ACCORDANCE WITH THE PRIORITY OF SUCH CLAIMS; AND THE PURCHASE AT SUCH SALE SHALL TAKE AND FOREVER THEREAFTER HAVE, AN ABSOLUTE TITLE TO THE PROPERTY SOLD, FREE AND DISCHARGED OF ALL TAX AND MUNICIPAL CLAIMS, LIENS, MORTGAGES, GROUND RENTS, CHARGES, AND ESTATES OF WHATSOEVER KIND, SUBJECT ONLY TO THE RIGHT OF REDEMPTION AS PROVIDED BY LAW. ...BY THE COURT - CARPENTER, J., 8/7/2015

11-SEP-2015  
11:05 AMAFFIDAVIT OF SERVICE  
FILEDZWOLAK,  
JAMES J11-SEP-2015  
11:05 AM

Documents:

Click link(s) to preview/purchase the documents  
1504T0504.pdf

Click HERE to purchase all documents related to this one docket entry

Docket  
Entry:

AFFIDAVIT OF SERVICE OF DECREE UPON ABRAHAM ITUAH BY FIRST CLASS REGULAR MAIL ON 09/03/2015 FILED. (FILED ON BEHALF OF CITY OF PHILADELPHIA)

21-SEP-2015  
02:04 PMSHERIFF'S SALE (R.E.  
WRITS)22-SEP-2015  
10:11 AMDocket  
Entry:

PROPERTY SOLD TO DIMITRIOS DIMOPOULOS FOR THE SUM OF \$34,500.00 ON 09/16/2015. - WRIT NUMBER 1509-115

21-SEP-2015  
02:25 PMMOTION SET ASIDE  
SHERIFF SALEITUAH,  
ABRAHAM21-SEP-2015  
02:32 PM

Documents:

Click link(s) to preview/purchase the documents  
20150921141343681.pdf  
Motion CoverSheet Form  
MTSAS 11 001.pdf




Click HERE to purchase all documents related to this one docket entry




Docket  
Entry:

43-15092343 RESPONSE DATE 10/13/2015. (FILED ON BEHALF OF ABRAHAM ITUAH)




13-OCT-2015  
05:15 PMSTAVRAKIS,  
CYNTHIA14-OCT-2015  
09:12 AM






	ANSWER (MOTION/PETITION) FILED			
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">Ituah 1504T0504.pdf</a> <a href="#">Motion CoverSheet Form</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	43-15092343 ANSWER IN OPPOSITION OF MOTION SET ASIDE SHERIFF SALE FILED. (FILED ON BEHALF OF CITY OF PHILADELPHIA)			
15-OCT-2015 11:14 AM	MOTION ASSIGNED			15-OCT-2015 11:14 AM
<b>Docket Entry:</b>	43-15092343 MOTION SET ASIDE SHERIFF SALE ASSIGNED TO JUDGE: CARPENTER, LINDA . ON DATE: OCTOBER 15, 2015			
22-OCT-2015 12:42 PM	REPLY FILED	ITUAH, ABRAHAM		22-OCT-2015 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">REPLY 15.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	43-15092343 REPLY TO PLF'S ANSWER IN OPPOSITION OF MOTION SET ASIDE SHERIFF SALE FILED.			
26-OCT-2015 12:03 PM	ORDER ENTERED/236 NOTICE GIVEN	CARPENTER, LINDA		26-OCT-2015 12:03 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">ORDER 16.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	43-15092343 IT IS HEREBY ORDERD AND DECREED THAT SAID MOTION TO SET ASIDE SHERIFF'S SALE FILED UNDER CONTROL #15092343 AND THE RESPONSES THERETO, IS BEEN DENIED. ...BY THE COURT: CARPENTER, J. 10/23/15			
26-OCT-2015 12:03 PM	NOTICE GIVEN UNDER RULE 236			26-OCT-2015 01:34 PM
<b>Docket Entry:</b>	NOTICE GIVEN ON 26-OCT-2015 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 26-OCT-2015.			

17-NOV-2015 11:28 AM	MOTION FOR RECONSIDERATION	ITUAH, ABRAHAM		17-NOV-2015 11:29 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">20151117111341020.pdf</a> <a href="#">Motion CoverSheet Form</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	13-15112413 MOTION FOR RECONSIDERATION OF JUDGE CARPENTER'S ORDER DATED 10/26/15 (FILED ON BEHALF OF ABRAHAM ITUAH)			
18-NOV-2015 10:17 AM	MOTION ASSIGNED			18-NOV-2015 10:17 AM
<b>Docket Entry:</b>	13-15112413 MOTION FOR RECONSIDERATION ASSIGNED TO JUDGE: CARPENTER, LINDA . ON DATE: NOVEMBER 18, 2015			
19-NOV-2015 12:36 PM	ORDER ENTERED/236 NOTICE GIVEN	CARPENTER, LINDA		19-NOV-2015 12:36 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">ORDER 20.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	13-15112413 UPON CONSIDERATION OF THE MOTION FOR RECONSIDERATION, AND ANY RESPONSE THERETO, IT IS HEREBY ORDERED AND DECREED THAT MOTION OS DENIED... BY THE COURT: CARPENTER, J. 11/18/2015			
19-NOV-2015 12:36 PM	NOTICE GIVEN UNDER RULE 236			19-NOV-2015 04:16 PM
<b>Docket Entry:</b>	NOTICE GIVEN ON 19-NOV-2015 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 19-NOV-2015.			
02-DEC-2015 12:17 PM	MOTION TO REDEEM PREMISES	ITUAH, ABRAHAM		02-DEC-2015 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">MTRPR 22 001.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	59-15117059 RESPONSE DATE 12-22-15.			
22-DEC-2015 05:09 PM		STAVRAKIS, CYNTHIA		23-DEC-2015 08:29 AM









	ANSWER (MOTION/PETITION) FILED			
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">ltuah redemption 1504T0504.pdf</a> <a href="#">Motion CoverSheet Form</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	59-15117059 ANSWER IN OPPOSITION OF MOTION TO REDEEM PREMISES FILED. (FILED ON BEHALF OF CITY OF PHILADELPHIA)			
23-DEC-2015 09:50 AM	AFFIDAVIT OF SERVICE FILED			23-DEC-2015 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">AFDVT 24.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	OF MOTION TO REDEEM PREMISES BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED UPON CITY OF PHILADELPHIA ON 4-DEC-2015.			
24-DEC-2015 09:59 AM	MOTION ASSIGNED			24-DEC-2015 09:59 AM
<b>Docket Entry:</b>	59-15117059 MOTION TO REDEEM PREMISES ASSIGNED TO JUDGE: CARPENTER, LINDA . ON DATE: DECEMBER 24, 2015			
28-DEC-2015 11:23 AM	RULE ISSUED	CARPENTER, LINDA		28-DEC-2015 11:26 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">RLFIS 26.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	59-15117059 A RULE IS ISSUED UPON THE REPSONDENT AND THIRD PARTY PURCHASER TO SHOW CASE WHY THE PETITIONER IS NOT ENTITLED TO REDEEM THE SUBJECT PREMISES. HEARING SHALL BE HELD ON FEBRUARY 11, 2016 IN ROOM 232 CITY HALL, AT 2:30PM IN WHICH PETITIONER SHALL BE PREPARED TO PRESENT EVIDENCE OF PETITIONER'S RIGHT TO REDEMPTION AND ABILITY TO PAY THE REDEMPTION AMOUNT WITHIN 30 DAYS. NOTICE OF THE ENTRY OF THIS ORDER SHALL BE PROVIDED TO ALL PARTIES, INCLUDING THIRD PARTY PURCHASER BY PETITIONER. THE RIGHT OF REDEMPTION MAY BE LOST IF PETITIONER FAILS TO TIMELY SERVE THIRD PARTY PURCHASER AND THE CITY, WITH A COPY OF THIS RULE AND THE PETITION. ...BY THE COURT: CARPENTER, J. DECEMBER 28, 2015			

28-DEC-2015 11:23 AM	NOTICE GIVEN UNDER RULE 236			29-DEC-2015 10:21 AM
<b>Docket Entry:</b>	NOTICE GIVEN ON 29-DEC-2015 OF RULE ISSUED ENTERED ON 28-DEC-2015.			
28-DEC-2015 11:27 AM	MOTION HEARING SCHEDULED			28-DEC-2015 11:27 AM
<b>Docket Entry:</b>	59-15117059 HEARING ON FEBRUARY 11, 2016 AT 2:30PM IN ROOM 232 CITY HALL, PHILA, PA			
30-DEC-2015 12:30 AM	NOTICE GIVEN			30-DEC-2015 12:30 AM
<b>Docket Entry:</b>	<i>none.</i>			
30-DEC-2015 04:19 PM	REPLY FILED	ITUAH, ABRAHAM		30-DEC-2015 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents REPLY_30.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	59-15117059 PLAINTIFF'S REPLY TO DEFENDANT'S ANSWER TO MOTION TO REDEEM PREMESIS FILED			
22-JAN-2016 01:05 PM	AFFIDAVIT OF SERVICE FILED			22-JAN-2016 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents AFDVT_31.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	OF RULE TO SHOW CAUSE, PETITION AND REPLY BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED UPON DIMITROS DIMOPOULOS AND JAMES J ZWOLAK ON 12/23/16 AND 1/5/16.			
11-FEB-2016 12:01 PM	ANSWER (MOTION/PETITION) FILED	MYLONAS, PETER G		11-FEB-2016 02:29 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents doc20160211120249.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			









## Motion CoverSheet Form

<b>Docket Entry:</b>	59-15117059 ANSWER IN OPPOSITION OF MOTION TO REDEEM PREMISES FILED. (FILED ON BEHALF OF COOL SPACES, LLC AND DIMITRIOS DIMOPOULOS)			
17-FEB-2016 09:46 AM	ORDER ENTERED/236 NOTICE GIVEN	CARPENTER, LINDA		17-FEB-2016 09:50 AM
<b>Documents:</b>	& Click link(s) to preview/purchase the documents <a href="#">ORDER 33.pdf</a> <div style="float: right; border: 1px solid black; padding: 2px;">  Click HERE to purchase all documents related to this one docket entry       </div>			
<b>Docket Entry:</b>	59-15117059 THIRD PARTY PURCHASER HAS BEEN GRANTED INTERVENOR STATUS AT THE BAR OF THE COURT. FURTHER HEARING SHALL BE HELD ON MARCH 23, 2016, IN ROOM 232, CITY HALL, AT 1:30 PM IN WHICH THE PARTIES SHALL BE PREPARED TO PRESENT EVIDENCE OF PETITIONER'S RIGHT TO REDEMPTION AND ABILITY TO PAY THE REDEMPTION AMOUNT WITHIN 30 DAYS. THE PARTIES TO ENGAGE IN DISCOVERY ON THE REDEMPTION ISSUES TO BE COMPLETED WITHIN 30 DAYS OF THIS ORDER. THE RIGHT OF REDEMPTION MAY BE LOST IF PETITIONER FAILS TO TIMELY SERVE THIRD PARTY PURCHASER AND THE CITY, WITH A COPY OF THIS RULE AND THE PETITION. ...BY THE COURT: CARPENTER, J., 2/17/16			
17-FEB-2016 09:46 AM	NOTICE GIVEN UNDER RULE 236			18-FEB-2016 09:13 AM
<b>Docket Entry:</b>	NOTICE GIVEN ON 18-FEB-2016 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 17-FEB-2016.			
17-FEB-2016 09:56 AM	MOTION HEARING SCHEDULED			17-FEB-2016 09:56 AM
<b>Docket Entry:</b>	59-15117059 HEARING SCHEDULED FOR 3/23/16 AT 1:30 IN 232 PER JUDGE'S ORDER ISSUED 2/16/16			
19-FEB-2016 12:30 AM	NOTICE GIVEN			19-FEB-2016 12:30 AM
<b>Docket Entry:</b>	none.			
24-FEB-2016 02:39 PM	MOTION/PETITION REPLY FILED	ITUAH, ABRAHAM		24-FEB-2016 12:00 AM

<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">REPLM 37.pdf</a>				 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	59-15117059 DEFENDANTS REPLY TO MOTION TO REDEEM PREMISES FILED.				
04-MAR-2016 12:59 PM	AFFIDAVIT OF SERVICE FILED	ITUAH, ABRAHAM		04-MAR-2016 12:00 AM	
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">AFDVT 38.pdf</a>				 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	OF REPLY BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED ON 18-FEB-2016.				
21-MAR-2016 01:02 PM	MOTION FOR SANCTIONS	ITUAH, ABRAHAM		21-MAR-2016 12:00 AM	
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">MTSAN 39.pdf</a>				 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	60-16035860 RESPONSE DATE 4-11-16.				
21-MAR-2016 01:06 PM	AFFIDAVIT OF SERVICE FILED	ITUAH, ABRAHAM		21-MAR-2016 12:00 AM	
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">AFDVT 40.pdf</a>				 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	OF RESPONSE TO PRODUCTION OF DOCUMENTS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED UPON ATTORNEY FOR PETER MYLONA ON 29-FEB-2016, 9-MAR-2016, 9-MAR-2016, AND 26-FEB-2016.				
28-MAR-2016 12:16 PM	ORDER ENTERED/236 NOTICE GIVEN	CARPENTER, LINDA		28-MAR-2016 12:16 PM	
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">ORDER 41.pdf</a>				 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>
<b>Docket Entry:</b>	59-15117059 IT IS HEREBY ORDERED THIS COURT HAS FOUND THE PROPERTY AT ISSUE WAS VACANT NINETY(90) DAYS BEFORE THE SHERIFF SALE AND, THUS, IS NOT SUBJECT TO REDEMPTION FOR THE REASONS SET FORTH ON THE RECORD. THE SHERIFF OF				



PHILADELPHIA SHALL REMIT ALL EXCESS FUNDS TO THE ORIGINAL OWNER/PETITIONER, ITVAH. JURISDICTION RELINQUISHED.....BY THE COURT: CARPENTER, J. 03/23/2016				
28-MAR-2016 12:16 PM	NOTICE GIVEN UNDER RULE 236			28-MAR-2016 04:49 PM
<b>Docket Entry:</b>	NOTICE GIVEN ON 28-MAR-2016 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 28-MAR-2016.			
30-MAR-2016 09:05 AM	ANSWER (MOTION/PETITION) FILED	MYLONAS, PETER G		30-MAR-2016 09:08 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">doc20160330090552.pdf</a> <a href="#">Motion CoverSheet Form</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	60-16035860 ANSWER IN OPPOSITION OF MOTION FOR SANCTIONS FILED. (FILED ON BEHALF OF DIMITRIOS DIMOPOULOS)			
01-APR-2016 01:11 PM	POST TRIAL MOTION	ITUAH, ABRAHAM		01-APR-2016 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">PTTMF 44.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	20-16046020 MOTION FOR POST-TRIAL RELIEF FILED.			
01-APR-2016 02:16 PM	POST TRIAL MOTION ASSIGNED			01-APR-2016 02:16 PM
<b>Docket Entry:</b>	20-16046020 POST TRIAL MOTION ASSIGNED TO JUDGE: CARPENTER, LINDA . ON DATE: APRIL 01, 2016			
11-APR-2016 02:15 PM	ANS-OPP. TO POST- TRIAL MOTION	MYLONAS, PETER G		11-APR-2016 02:25 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">doc20160411141707.pdf</a>			
	 <a href="#">Click HERE to purchase all documents related to this one docket entry</a>			
<b>Docket Entry:</b>	20-16046020 ANSWER IN OPPOSITION OF POST-TRIAL MOTION FILED. (FILED ON BEHALF OF DIMITRIOS DIMOPOULOS)			

13-APR-2016 02:32 PM	MOTION ASSIGNED			13-APR-2016 02:32 PM
<b>Docket Entry:</b>	60-16035860 MOTION FOR SANCTIONS ASSIGNED TO JUDGE: CARPENTER, LINDA . ON DATE: APRIL 13, 2016			
19-APR-2016 04:38 PM	ORDER ENTERED/236 NOTICE GIVEN	CARPENTER, LINDA		19-APR-2016 04:38 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">ORDER_48.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	20-16046020 AND NOW, THIS 15TH DAY OF APRIL, 2016, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT THE DEFENDANT'S MOTION FOR POST TRIAL RELIEF IS HEREBY DENIED.... BY THE COURT; CARPENTER,J			
19-APR-2016 04:38 PM	NOTICE GIVEN UNDER RULE 236			20-APR-2016 12:20 PM
<b>Docket Entry:</b>	NOTICE GIVEN ON 20-APR-2016 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 19-APR-2016.			
22-APR-2016 10:57 AM	APPEAL TO SUPERIOR COURT	ITUAH, ABRAHAM		22-APR-2016 12:00 AM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">APSUP_50.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	***** NOTICE IS HEREBY GIVEN THAT ABRAHAM ITUAH APPEALS FROM THE ORDER DATED MARCH 23, 2016 AND DOCKETED ON MARCH 28, 2016 BY JUDGE LINDA CARPENTER. PROOF OF SERVICE FILED *****			
26-APR-2016 04:13 PM	ORDER ENTERED/236 NOTICE GIVEN	CARPENTER, LINDA		26-APR-2016 04:13 PM
<b>Documents:</b>	<a href="#">Click link(s) to preview/purchase the documents</a> <a href="#">ORDER_51.pdf</a> <div>  <a href="#">Click HERE to purchase all documents related to this one docket entry</a> </div>			
<b>Docket Entry:</b>	60-16035860 IT IS HEREBY ORDERED AND DECREED THAT THE MOTION IS DENIED. ...BY THE COURT: CARPENTER, J. 4/21/2016			



26-APR-2016 04:13 PM	NOTICE GIVEN UNDER RULE 236			27-APR-2016 08:26 AM
Docket Entry:	NOTICE GIVEN ON 27-APR-2016 OF ORDER ENTERED/236 NOTICE GIVEN ENTERED ON 26-APR-2016.			
27-APR-2016 12:08 PM	FEE PD PURSUANT TO ORDER			27-APR-2016 12:00 AM
Docket Entry:	CHECK NO. 6709 IN THE AMOUNT OF \$85.50 DISBURSED TO SUPERIOR COURT OF PENNSYLVANIA			
13-SEP-2016 10:12 AM	APPEAL DISMISSED/APPELLAT CT			13-SEP-2016 12:00 AM
Documents:	<a href="#">Click link(s) to preview/purchase the documents APDSM 54.pdf</a> <div>Click HERE to purchase all documents related to this one docket entry</div>			
Docket Entry:	AT 1276 EDA 2016.....6/24/16. PER CURIAM			
20-JAN-2017 09:26 AM	PERMISSION TO APPEAL DENIED			20-JAN-2017 12:00 AM
Documents:	<a href="#">Click link(s) to preview/purchase the documents APPRD 55.pdf</a> <div>Click HERE to purchase all documents related to this one docket entry</div>			
Docket Entry:	TO SUPREME COURT AT 182 EM 2016.....12/28/16 PER CURIAM			

- [Case Description](#)   [Related Cases](#)   [Event Schedule](#)   [Case Parties](#)   [Docket Entries](#)

[Search Home](#)   [Return to Results](#)

EXHIBIT

B

Referenced on the body of my  
response letter to the  
Mayor



EXHIBIT

C

Exhibits & letters sent out  
to agency to seek help

EXHIBITS

D



IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
COURT OF COMMON PLEAS OF PHILADELPHIA  
CIVIL TRIAL DIVISION

RECEIVED

MAR 28 2016

OFFICE OF JUDICIAL  
RECORDS

CITY OF PHILADELPHIA

CASE NO.: 1504T0504

V.

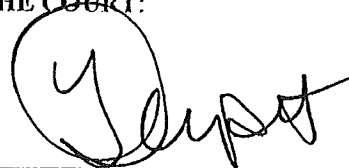
CONTROL NO.: 15117059

ITVAH

ORDER

AND NOW, this 23<sup>rd</sup> day of March, 2016, upon the Rule to Show Cause issued by this Court on February 16, 2016, and the hearing held on this date; this Court has found the property at issue was vacant ninety (90) days before the Sheriff Sale and, thus, is not subject to redemption for the reasons set forth on the record.<sup>1</sup> The Sheriff of Philadelphia SHALL remit all excess funds to the original owner/petitioner, ITVAH. Jurisdiction relinquished.

BY THE COURT:



CARPENTER, J.

3/28/16

City Of Philadelphia Vs-ORDER



15040050404041

DOCKETED

MAR 28 2016

MICHAEL TIERNEY  
JUDICIAL RECORDS

<sup>1</sup> Vacant since file in November, 2013 and was not under active rehabilitation,

EXHIBITS

E





# A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

## B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: SA-22194	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agents are shown. Items marked "p.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: DAG INVESTMENT AND DEVELOPMENT LLC 273 Montgomery Avenue, # 201, Bala Cynwyd, PA 19004	E. Name & Address of Seller: ABRAHAM ITUAH P.O. Box 7791, Philadelphia, PA 19104	F. Name & Address of Lender:
G. Property Location: 5229 Germantown Avenue Philadelphia, PA 19144 City of Philadelphia	H. Settlement Agent: Statewide Abstract Group, Inc 7901 Bustleton Avenue, Suite 203, Philadelphia, PA 19152	I. Settlement Date: 08/28/2019 Disbursement Date: 08/28/2019
	Place of Settlement: 7901 Bustleton Avenue, Suite 203, Philadelphia, PA 19152	TitleExpress Printed 10/10/2019 at 2:13 pm by JC

## J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	250,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	7,628.25
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes 08/28/2019 to 12/31/2019	1,893.92
107. County taxes to	
108. School taxes to	
109. Refuse 08/28/2019 to 12/31/2019	103.56
110.	
111.	
112.	
120. Gross Amount Due from Borrower	259,625.73
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	10,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes to	
212. School taxes to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	10,000.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	259,625.73
302. Less amounts paid by/for borrower (line 220)	10,000.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	249,625.73

## K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	250,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes 08/28/2019 to 12/31/2019	1,893.92
407. County taxes to	
408. School taxes to	
409. Refuse 08/28/2019 to 12/31/2019	103.56
410.	
411.	
412.	
420. Gross Amount Due to Seller	251,997.48
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	223,874.89
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes to	
512. School taxes to	
513.	
514.	
515.	
516. HELD ESCROW REFUSE 2013-2019	5,500.00
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	229,374.89
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	251,997.48
602. Less reductions in amount due seller (line 520)	229,374.89
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	22,622.59

This Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

**L. Settlement Charges**

700. Total Real Estate Broker Fees				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:					
701.	\$0.00	to			
702.	\$0.00	to			
703. Commission paid at settlement					
800. Items Payable in Connection with Loan					
801.	Our origination charge (Includes Origination Point 0.000% or \$0.00)	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE A)		
804.	Appraisal fee	to	(from GFE #3)		
805.	Credit report	to	(from GFE #3)		
806.	Tax service	to	(from GFE #3)		
807.	Flood certification	to	(from GFE #3)		
808.		to			
900. Items Required by Lender to be Paid in Advance					
901.	Daily interest charges from	from 08/28/2019 to 09/01/2019 @ \$0.00/day	(from GFE #10)		
902.	Mortgage insurance premium	months to	(from GFE #3)		
903.	Homeowner's insurance	months to	(from GFE #11)		
904.		months to	(from GFE #11)		
1000. Reserves Deposited with Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ \$ /month			
1003.	Mortgage insurance	months @ \$ /month			
1004.	Property taxes	months @ \$ 457.20/month \$			
1005.		months @ \$ /month			
1006.	School taxes	months @ \$ 0.00/month \$			
1007.	Aggregate Adjustment	\$			
1100. Title Charges					
1101.	Title services and lender's title insurance	\$	(from GFE #4)	144.00	
1102.	Settlement or closing fee	to \$			
1103.	Owner's title insurance	\$	(from GFE #5)	1,880.00	
1104.	Lender's title insurance	\$			
1105.	Lender's title policy limit \$0.00 Lender's Policy				
1106.	Owner's title policy limit \$250,000.00 Owner's Policy				
1107.	Agent's portion of the total title insurance premium	\$1,635.60			
1108.	Underwriter's portion of the total title insurance premium	\$244.40			
1109.	Reimburse w/s printout	to Statewide Abstract Group, Inc			5.00
1110.	Title Clearance	to Statewide Abstract Group, Inc			250.00
1111.	Fedex/Wire Fee	to Statewide Abstract Group, Inc			25.00
1112.	Notary Fee	to Statewide Abstract Group, Inc			20.00
1113.	Reimburse Docet Copt	to Statewide Abstract Group, Inc			23.50
1200. Government Recording and Transfer Charges					
1201.	Government recording charges	\$	(from GFE #7)	256.75	
1202.	Deed \$256.75	Mortgage \$ Release \$			
1203.	Transfer taxes	\$	(from GFE #8)	5,347.50	
1204.	City/County tax/stamps	Deed \$8,195.00 Mortgage \$			4,097.50
1205.	State Tax/stamps	Deed \$2,500.00 Mortgage \$			1,250.00
1206.		Deed \$ Mortgage \$			
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.	2019 Re Tax September	to City of Philadelphia			5,751.00
1303.	#1 Case# 190202403	to OK TO REMOVE			
1304.	#2 Case# 190303867	to OK TO REMOVE			
1305.	#3 Case #110503223/ Mortgage Doc 513	to TD Bank			180,000.00
1306.	#4 CE-1006720416	to WITHDRAWN PER WATER DEPARTMENT			
1307.	#5 CE-1006720828	to City of Philadelphia			110.00
1308.	#6 CE-1308720811	to City of Philadelphia			88.00
1309.	#7 CE-1402720608	to City of Philadelphia			88.00
1310.	#8 PAID SA-21870	to PAID SA-21870			
1311.	#9 PAID SA-21870	to PAID SA-21870			
1312.	#10 LT-1509114250	to OK TO REMOVE			
1313.	2013-2019 Refuse	to City of Philadelphia			3,636.98
1314.	Muni Lien #17090457	to City of Philadelphia			2,981.38
1315.	Water Settlement	to City of Philadelphia			25,548.53
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				7,628.25	223,874.89

\*Paid outside of closing by (B)orrower, (S)eller, (L)ender, (I)nvestor, Bro(K)er. \*\*Credit by lender shown on page 1. \*\*\*Credit by seller shown on page 1.



Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00
0.00	5,347.50

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Title services and lender's title insurance	# 1101
Owner's title insurance	# 1103
	#
	#
	#
	#
	#
	#
	Total
	Increase between GFE and HUD-1 Charges

Good Faith Estimate	HUD-1
0.00	256.75
0.00	144.00
0.00	1,880.00
0.00	2,280.75
\$ 2,280.75 or	999.9999%

Charges That Can Change		
Initial deposit for your escrow account	# 1001	
Daily interest charges from	# 901	\$ /day
Homeowner's insurance	# 903	
	#	
	#	
	#	

Good Faith Estimate	HUD-1
0.00	0.00
0.00	0.00
0.00	0.00

Your initial loan amount is	\$
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on / / and can change again every years after / / . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ .
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on / / and the monthly amount owed can rise to \$ . The maximum it can ever rise to is \$ .
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ .
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on / / .
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ . This includes principal, interest, any mortgage insurance and any items checked below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Property taxes  <input type="checkbox"/> Flood insurance  <input type="checkbox"/> </div> <div> <input type="checkbox"/> Homeowner's insurance  <input type="checkbox"/>  <input type="checkbox"/> </div> </div>

**A. Settlement Statement**

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number SA-21871	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. <b>WARNING:</b> It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 and Section 1010.					TitleExpress Settlement System Printed 10/10/2019 at 14:07 JC
<b>D. NAME OF BORROWER:</b> DELCINA FUTURE, LLC <b>ADDRESS:</b> 2915 Bouck Avenue, Bronx, NY 10469					
<b>E. NAME OF SELLER:</b> ABRAHAM ITUAH <b>ADDRESS:</b> 92 Robinson Avenue, Newburgh, NY 12550					
<b>F. NAME OF LENDER:</b> <b>ADDRESS:</b>					
<b>G. PROPERTY ADDRESS:</b> 3765 North Bouvier Street, Philadelphia, PA 19140 City of Philadelphia					
<b>H. SETTLEMENT AGENT:</b> Statewide Abstract Group, Inc <b>PLACE OF SETTLEMENT:</b> 7901 Bustleton Avenue, Suite 203, Philadelphia, PA 19152					
<b>I. SETTLEMENT DATE:</b> 05/13/2019					
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>		
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>			<b>400. GROSS AMOUNT DUE TO SELLER</b>		
101. Contract sales price	55,000.00		401. Contract sales price	55,000.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	12,460.05		403.		
104.			404.		
105.			405.		
<b>Adjustments for items paid by seller in advance</b>			<b>Adjustments for items paid by seller in advance</b>		
106. City/town taxes 05/13/19 to 12/31/19	626.39		406. City/town taxes 05/13/19 to 12/31/19	626.39	
107. County taxes			407. County taxes		
108. School taxes			408. School taxes		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>68,086.44</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>55,626.39</b>	
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>		
201. Deposit or earnest money	2,000.00		501. Excess Deposit (see instructions)		
202. Principal amount of new loans			502. Settlement charges to seller (line 1400)	19,652.84	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of First Mortgage Loan		
205. Company assumes no liability			505. Payoff of second mortgage loan		
206. for w/s usage. Meter may be			506.		
207. missing and ferrule may be			507.		
208. drawn.			508.		
209.			509.		
<b>Adjustments for items unpaid by seller</b>			<b>Adjustments for items unpaid by seller</b>		
210. City/town taxes			510. City/town taxes		
211. County taxes			511. County taxes		
212. School taxes			512. School taxes		
213.			513.		
214.			514. HELD for w/s back billing	4,400.00	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>2,000.00</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>24,052.84</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>			<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>		
301. Gross amount due from borrower (line 120)	68,086.44		601. Gross amount due to seller (line 420)	55,626.39	
302. Less amounts paid by/for borrower (line 220)	2,000.00		602. Less reduction amount due seller (line 520)	24,052.84	
<b>303. CASH FROM BORROWER</b>	<b>66,086.44</b>		<b>603. CASH TO SELLER</b>	<b>31,573.55</b>	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: \_\_\_\_\_) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: \_\_\_\_\_ SELLER(S) SIGNATURE(S): \_\_\_\_\_

SELLER(S) NEW MAILING ADDRESS: \_\_\_\_\_

SELLER(S) PHONE NUMBERS: \_\_\_\_\_ (H) \_\_\_\_\_ (W)



Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

File Number: SA-21871

PAGE 2

## SETTLEMENT STATEMENT

TitleExpress Settlement System Printed 10/10/2019 at 14:07 JC

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL SALES/BROKER'S COMMISSION based on price \$55,000.00 =</b>			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805.			
806.			
807.			
808.			
809.			
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. School taxes	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement or Closing Fee			
1102. Reimburse w/s printout	to Statewide Abstract Group, Inc		5.00
1103. Title Examination			
1104. Title Insurance Binder			
1105. Deed Preparation	to Statewide Abstract Group, Inc	70.00	
1106. Notary Fees	to Statewide Abstract Group, Inc	14.00	15.00
1107. Attorney's fees			
(includes above items No: )			
1108. Title Insurance	to Statewide Abstract Group, Inc	742.85	
(includes above items No: )			
1109. Lender's Policy			
1110. Owner's Policy	55,000.00 - 742.85		
1111.			
1112.			
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Deed \$56.75 ; Mortgage \$ ; Release \$		256.75	
1202. City/County tax/stamps Deed \$1,802.90 ; Mortgage \$		901.45	901.45
1203. State Tax/stamps Deed \$50.00 ; Mortgage \$		275.00	275.00
1204.	Deed \$ ; Mortgage \$		
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301.			
1302.			
1303. #9 Case ID#121202498	to PA Department of Revenue		1,128.59
1304. #10 CE-1408320815	to City of Philadelphia		754.75
1305. #11 CE-1410720299	to City of Philadelphia		1,527.50
1306. #12 CE-1501330231	to City of Philadelphia		1,073.00
1307. #13 CE-1505320704	to City of Philadelphia		4,265.78
1308. Other Disbursements (1520)		10,200.00	9,706.77
<b>1400. TOTAL SETTLEMENT CHARGES</b>	(enter on lines 103, Section J and 502, Section K)	12,460.05	19,652.84

## HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

DELQINA FUTURE, LLC

By: MELIDA KNIBBS, SOLE MEMBER

ABRAHAMITUAH

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SETTLEMENT STATEMENT

File Number: SA-21871

PAGE 3

TitleExpress Settlement System Printed 10/10/2019 at 14:07 JC

ITEMIZATION OF HUD LINE 1308		
1500. SCHEDULE OF DISBURSEMENTS	BUYER	SELLER
1501.		
1502. 2012-2019 Re Tax to City of Philadelphia		7,951.62
1503. w/s thru 2019- 4th cycle to City of Philadelphia		1,755.15
1504. Reimburse Search to Prosperity Abstract	200.00	
1505. Assignment Fee to Prosperity Industries LLC	8,000.00	
1506. Assignment Fee to Keller Williams	2,000.00	
1507.		
1508.		
1509.		
1510.		
1511.		
1512.		
1513.		
1514.		
1515.		
1516.		
1517.		
1518.		
1519.		
1520. TOTAL HUD LINE 1308 EXPENSE:	10,200.00	9,706.77



Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

**A. Settlement Statement**

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number SA-21861	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.			titleExpress Settlement System Printed 10/10/2019 at 14:07 JC
D. NAME OF BORROWER: FLORENCE INVESTMENTS, LLC ADDRESS: 1628 JFK Blvd, Suite 2200, Philadelphia, PA 19103					
E. NAME OF SELLER: ABRAHAM ITUAH ADDRESS: P.O. Box 7791, Philadelphia, PA 19104					
F. NAME OF LENDER: ADDRESS:					
G. PROPERTY ADDRESS: 2153 66th Avenue, Philadelphia, PA 19138 City of Philadelphia					
H. SETTLEMENT AGENT: Statewide Abstract Group, Inc PLACE OF SETTLEMENT: 7901 Bustleton Avenue, Suite 203, Philadelphia, PA 19152					
I. SETTLEMENT DATE: 08/30/2019					
J. SUMMARY OF BORROWER'S TRANSACTION:			K. SUMMARY OF SELLER'S TRANSACTION:		
100. GROSS AMOUNT DUE FROM BORROWER			400. GROSS AMOUNT DUE TO SELLER		
101. Contract sales price	75,000.00		401. Contract sales price	75,000.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	2,809.25		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes 08/30/19 to 12/31/19	574.25		406. City/town taxes 08/30/19 to 12/31/19	574.25	
107. County taxes			407. County taxes		
108. School taxes			408. School taxes		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
120. GROSS AMOUNT DUE FROM BORROWER	78,383.50		420. GROSS AMOUNT DUE TO SELLER	75,574.25	
200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER			500. REDUCTIONS IN AMOUNT DUE TO SELLER		
201. Deposit or earnest money			501. Excess Deposit (see instructions)		
202. Principal amount of new loans			502. Settlement charges to seller (line 1400)	22,489.07	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of First Mortgage Loan		
205.			505. Payoff of second mortgage loan		
206.			506.		
207.			507.		
208. BUYER to pay 2019- 9th cycle			508. BUYER to pay 2019- 9th cycle		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes			510. City/town taxes		
211. County taxes			511. County taxes		
212. School taxes			512. School taxes		
213.			513.		
214.			514.		
215.			515.		
216.			516. Held Escrow #W0803P5507	1,938.00	
217.			517.		
218.			518.		
219.			519.		
220. TOTAL PAID BY/FOR BORROWER			520. TOTAL REDUCTION AMOUNT DUE SELLER	24,427.07	
300. CASH AT SETTLEMENT FROM OR TO BORROWER			600. CASH AT SETTLEMENT TO OR FROM SELLER		
301. Gross amount due from borrower (line 120)	78,383.50		601. Gross amount due to seller (line 420)	75,574.25	
302. Less amounts paid by/for borrower (line 220)			602. Less reduction amount due seller (line 520)	24,427.07	
303. CASH FROM BORROWER	78,383.50		603. CASH TO SELLER	51,147.18	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: \_\_\_\_\_) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: \_\_\_\_\_ SELLER(S) SIGNATURE(S): \_\_\_\_\_

SELLER(S) NEW MAILING ADDRESS: \_\_\_\_\_

SELLER(S) PHONE NUMBERS: \_\_\_\_\_ (H) \_\_\_\_\_ (W)

Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

**A. Settlement Statement**

U.S. Department of Housing and Urban Development

OMB Approval No. 2502-0265

**B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number <b>SA-20800</b>	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.			titleExpress Settlement System Printed 10/10/2019 at 14:04 JC
D. NAME OF BORROWER: <b>LEVELS INVESTMENTS LLC</b> ADDRESS: <b>1929 Goodnow Street, Philadelphia, PA 19115</b>					
E. NAME OF SELLER: <b>ABRAHAM O. ITUAH</b> ADDRESS: <b>92 Robinson Ave, Newburgh, NY 12550</b>					
F. NAME OF LENDER: <b>SECURE INVESTMENT GROUP, LLC</b> ADDRESS: <b>49 LAKEVIEW DRIVE, CHERRY HILL, NJ 08003</b>					
G. PROPERTY ADDRESS: <b>1700 North Dover Street, Philadelphia, PA 19121</b> <b>City of Philadelphia</b>					
H. SETTLEMENT AGENT: <b>Statewide Abstract Group, Inc</b> PLACE OF SETTLEMENT: <b>7901 Bustleton Avenue, Suite 203, Philadelphia, PA 19152</b>					
I. SETTLEMENT DATE: <b>01/08/2019</b>					
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>		
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>			<b>400. GROSS AMOUNT DUE TO SELLER</b>		
101. Contract sales price	70,000.00		401. Contract sales price	70,000.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	35,410.56		403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. School taxes			408. School taxes		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>105,410.56</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>70,000.00</b>	
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>		
201. Deposit or earnest money			501. Excess Deposit (see instructions)		
202. Principal amount of new loans	105,500.00		502. Settlement charges to seller (line 1400)	30,263.87	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of First Mortgage Loan		
			<b>Gelt Financial Corporation</b>		
205.			505. Payoff of second mortgage loan		
206. Company assumes no liability			506. Company assumes no liability		
207. for w/s usage or back billing			507. for w/s usage or back billing		
208. Meter may be missing and			508.		
209. ferrule may be drawn.			509. ferrule may be drawn.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City/town taxes 01/01/19 to 01/08/19	23.83		510. City/town taxes 01/01/19 to 01/08/19	23.83	
211. County taxes			511. County taxes		
212. School taxes			512. School taxes		
213.			513. HELD for #4 CE-1702320300	4,500.00	
214.			514. HELD for w/s back usage bill	10,000.00	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>105,523.83</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>44,787.70</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>			<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>		
301. Gross amount due from borrower (line 120)	105,410.56		601. Gross amount due to seller (line 420)	70,000.00	
302. Less amounts paid by/for borrower (line 220)	105,523.83		602. Less reduction amount due seller (line 520)	44,787.70	
<b>303. CASH TO BORROWER</b>	<b>113.27</b>		<b>603. CASH TO SELLER</b>	<b>25,212.30</b>	

**SUBSTITUTE FORM 1099 SELLER STATEMENT:** The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: \_\_\_\_\_) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: \_\_\_\_\_ SELLER(S) SIGNATURE(S): \_\_\_\_\_

SELLER(S) NEW MAILING ADDRESS: \_\_\_\_\_

SELLER(S) PHONE NUMBERS: \_\_\_\_\_ (H) \_\_\_\_\_ (W)



Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

File Number: SA-21861

PAGE 2

## SETTLEMENT STATEMENT

TitleExpress Settlement System Printed 10/10/2019 at 14:07 JC

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL SALES/BROKER'S COMMISSION based on price \$75,000.00 =</b>			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805.			
806.			
807.			
808.			
809.			
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. School taxes	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement or Closing Fee			
1102. Reimburse w/s printout to Statewide Abstract Group, Inc			5.00
1103. Title Examination			
1104. Title Insurance Binder			
1105. Deed Preparation to Statewide Abstract Group, Inc		70.00	
1106. Notary Fees to Statewide Abstract Group, Inc		10.00	15.00
1107. Attorney's fees			
(includes above items No: )			
1108. Title Insurance to Statewide Abstract Group, Inc		868.25	
(includes above items No: )			
1109. Lender's Policy			
1110. Owner's Policy 75,000.00 - 868.25			
1111. FedEx / Wire Fee to Statewide Abstract Group, Inc			25.00
1112. Title Clearance to Statewide Abstract Group, Inc			250.00
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Deed \$256.75 ; Mortgage \$ ; Release \$		256.75	
1202. City/County tax/stamps Deed \$2,458.50 ; Mortgage \$		1,229.25	1,229.25
1203. State Tax/stamps Deed \$750.00 ; Mortgage \$		375.00	375.00
1204. Deed \$ ; Mortgage \$			
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. #1 CE-1506320026 to Satisfied			
1302. 4&6 CE1704330211/CE17113300 PAID on SA-21870			
1303. w/s thru 2019- 8th cycle to City of Philadelphia			6,691.87
1304. Muni 292/509/092/368/067 to City of Philadelphia			816.61
1305. 2011-2019 Re Tax (Sept) to City of Philadelphia			13,055.42
1306. w/s srvc 8/3 - 8/30 to Water Revenue Bureau			25.92
1307. w/s usage reading 2160 NO Adp Water Revenue Bureau			
1308.			
<b>1400. TOTAL SETTLEMENT CHARGES</b> (enter on lines 103, Section J and 502, Section K)		<b>2,809.25</b>	<b>22,489.07</b>

## HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

FLORENCE INVESTMENTS, LLC

ABRAHAM ITUAH

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL SALES/BROKER'S COMMISSION based on price \$70,000.00 =</b>			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805.			
806.			
807.			
808.			
809.			
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. School taxes	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement or Closing Fee			
1102. Reimburse w/s printout	to Statewide Abstract Group, Inc		5.00
1103. Title Examination			
1104. Title Insurance Binder			
1105. Deed Preparation	to Statewide Abstract Group, Inc	70.00	
1106. Notary Fees	to Statewide Abstract Group, Inc	14.00	15.00
1107. Attorney's fees			
(includes above items No: )			
1108. Title Insurance	to Statewide Abstract Group, Inc	836.90	
(includes above items No: )			
1109. Lender's Policy			
1110. Owner's Policy	70,000.00 - 836.90		
1111.			
1112.			
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Deed	\$252.00 ; Mortgage \$ ; Release \$	252.00	
1202. City/County tax/stamps	Deed \$2,294.60 ; Mortgage \$	2,294.60	
1203. State Tax/stamps	Deed \$700.00 ; Mortgage \$	700.00	
1204.	Deed \$ ; Mortgage \$		
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. #1 SC-1603033508	to Lorie Patterson c/o Rachel Garland		4,951.00
1302. #2 CE-1612820075	to Water Revenue Bureau		2,417.01
1303. #3 CE-1702320301	to City of Philadelphia		3,307.23
1304. #4 CE-1702320300			
1305. #5 CE-1705330178	to City of Philadelphia		3,809.00
1306. #6 CE-1801820326	to Water Revenue Bureau		1,649.98
1307. w/s thru 2018- 12th cycle	to City of Philadelphia		8,380.13
1308. Other Disbursements (1520)		31,243.06	5,729.52
<b>1400. TOTAL SETTLEMENT CHARGES</b> (enter on lines 103, Section J and 502, Section K)		<b>35,410.56</b>	<b>30,263.87</b>

HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.  
 LEVELS INVESTMENTS LLC

By: MICHAEL KINH HO, SOLE MEMBER

ABRAHAM O. ITUAH

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18, U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: DATE:



Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SETTLEMENT STATEMENT

File Number: SA-20800

PAGE 3

TitleExpress Settlement System Printed 10/10/2019 at 14:04 JC

ITEMIZATION OF HUD LINE 1308		
1500. SCHEDULE OF DISBURSEMENTS	BUYER	SELLER
1501.		
1502. 2014-2018 Re Tax to City of Philadelphia		5,729.52
1503. Assignment Fee to Michael Ho	30,000.00	
1504. 2019 Re Tax to City of Philadelphia	1,243.06	
1505.		
1506.		
1507.		
1508.		
1509.		
1510.		
1511.		
1512.		
1513.		
1514.		
1515.		
1516.		
1517.		
1518.		
1519.		
1520. TOTAL HUD LINE 1308 EXPENSE:	31,243.06	5,729.52

Previous editions are obsolete

form HUD-1 (3/86) ref Handbook 4305.2

**A. Settlement Statement**

U.S. Department of Housing and Urban Development

**B. Type of Loan**

OMB Approval No. 2502-0265

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number <b>SA-21870</b>	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals. WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.			TitleExpress Settlement System Printed 10/10/2019 at 14:06 JC
D. NAME OF BORROWER: <b>ATLAS INVESTMENTS, LLC</b> ADDRESS: <b>1608 JFK Blvd, 22nd Floor, Philadelphia, PA 19103</b>					
E. NAME OF SELLER: <b>ABRAHAM ITUAH</b> ADDRESS: <b>92 Robinson Avenue, Newburgh, NY 12550</b>					
F. NAME OF LENDER: ADDRESS:					
G. PROPERTY ADDRESS: <b>5551 Morris Street, Philadelphia, PA 19144</b> <b>City of Philadelphia</b>					
H. SETTLEMENT AGENT: <b>Statewide Abstract Group, Inc</b> PLACE OF SETTLEMENT: <b>7901 Bustleton Avenue, Suite 203, Philadelphia, PA 19152</b>					
I. SETTLEMENT DATE: <b>02/27/2019</b>					
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>			<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>		
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>			<b>400. GROSS AMOUNT DUE TO SELLER</b>		
101. Contract sales price	75,000.00		401. Contract sales price	75,000.00	
102. Personal property			402. Personal property		
103. Settlement charges to borrower (line 1400)	4,405.54		403.		
104.			404.		
105.			405.		
<b>Adjustments for items paid by seller in advance</b>			<b>Adjustments for items paid by seller in advance</b>		
106. City/town taxes			406. City/town taxes		
107. County taxes			407. County taxes		
108. School taxes			408. School taxes		
109.			409.		
110.			410.		
111.			411.		
112.			412.		
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>79,405.54</b>		<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>75,000.00</b>	
<b>200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER</b>			<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER</b>		
201. Deposit or earnest money	1,000.00		501. Excess Deposit (see instructions)	1,000.00	
202. Principal amount of new loans			502. Settlement charges to seller (line 1400)	27,301.89	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to		
204.			504. Payoff of First Mortgage Loan		
205.			505. Payoff of second mortgage loan		
206. No adj sewer service-bill pd	26.88		506. No adj sewer service-bill pd	26.88	
207. w/s usage-Reading"			507. w/s usage-Reading"		
208. BUYER to pay 2019- 2nd cycle			508.		
209.			509.		
<b>Adjustments for items unpaid by seller</b>			<b>Adjustments for items unpaid by seller</b>		
210. City/town taxes <b>01/01/19 to 02/27/19</b>	248.65		510. City/town taxes <b>01/01/19 to 02/27/19</b>	248.65	
211. County taxes			511. County taxes		
212. School taxes			512. School taxes		
213.			513.		
214.			514. HELD for #1 SC1202215437	3,600.00	
215.			515.		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>1,275.53</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>32,177.42</b>	
<b>300. CASH AT SETTLEMENT FROM OR TO BORROWER</b>			<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>		
301. Gross amount due from borrower (line 120)	79,405.54		601. Gross amount due to seller (line 420)	75,000.00	
302. Less amounts paid by/for borrower (line 220)	1,275.53		602. Less reduction amount due seller (line 520)	32,177.42	
<b>303. CASH FROM BORROWER</b>	<b>78,130.01</b>		<b>603. CASH TO SELLER</b>	<b>42,822.58</b>	

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on line 401 above constitutes the Gross Proceeds of this transaction.

You are required by law to provide the settlement agent (Fed. Tax ID No: \_\_\_\_\_) with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

TIN: \_\_\_\_\_ SELLER(S) SIGNATURE(S): \_\_\_\_\_  
 SELLER(S) NEW MAILING ADDRESS: \_\_\_\_\_  
 SELLER(S) PHONE NUMBERS: \_\_\_\_\_ (H) \_\_\_\_\_ (W) \_\_\_\_\_



Previous editions are obsolete

form HUD-1 (3/88) ref Handbook 4305.2

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

File Number: SA-21870

PAGE 2

## SETTLEMENT STATEMENT

TitleExpress Settlement System Printed 10/10/2019 at 14:06 JC

L. SETTLEMENT CHARGES		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
<b>700. TOTAL SALES/BROKER'S COMMISSION based on price \$75,000.00 =</b>			
Division of commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. Commission paid at Settlement			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	%		
802. Loan Discount	%		
803. Appraisal Fee			
804. Credit Report			
805.			
806.			
807.			
808.			
809.			
810.			
811.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest From	to @ \$ /day		
902. Mortgage Insurance Premium for	to		
903. Hazard Insurance Premium for	to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER FOR</b>			
1001. Hazard Insurance	mo. @ \$ /mo		
1002. Mortgage Insurance	mo. @ \$ /mo		
1003. City Property Tax	mo. @ \$ /mo		
1004. County Property Tax	mo. @ \$ /mo		
1005. School taxes	mo. @ \$ /mo		
1009. Aggregate Analysis Adjustment		0.00	0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement or Closing Fee			
1102. Reimburse w/s printout	to Statewide Abstract Group, Inc		5.00
1103. Title Examination			
1104. Title Insurance Binder			
1105. Deed Preparation	to Statewide Abstract Group, Inc	70.00	
1106. Notary Fees	to Statewide Abstract Group, Inc	14.00	15.00
1107. Attorney's fees			
(includes above items No: )			
1108. Title Insurance	to Statewide Abstract Group, Inc	868.25	
(includes above items No: )			
1109. Lender's Policy			
1110. Owner's Policy	75,000.00 - 868.25		
1111. FedEx (4)	to Statewide Abstract Group, Inc		100.00
1112.			
1113.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Deed \$256.75 ; Mortgage \$ ; Release \$		256.75	
1202. City/County tax/stamps Deed \$2,458.50 ; Mortgage \$		1,229.25	1,229.25
1203. State Tax/stamps Deed \$750.00 ; Mortgage \$		375.00	375.00
1204. Deed \$ ; Mortgage \$			
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. 2019 Re Tax Discount	to City of Philadelphia	1,592.29	
1302. 2012-2018 Re Tax 1504T0328to	City of Philadelphia		8,686.70
1303. w/s thru 2019- 1st cycle	to City of Philadelphia		2,968.94
1304. Line 1305 includes all debts	to on attached Exhibit A		
1305. #6&7 CE1704330211/17113300	City of Philadelphia		13,727.00
1306. Repair Lien#10120037	to City of Philadelphia		195.00
1307.			
1308.			
<b>1400. TOTAL SETTLEMENT CHARGES</b>	(enter on lines 103, Section J and 502, Section K)	<b>4,405.54</b>	<b>27,301.89</b>

## HUD CERTIFICATION OF BUYER AND SELLER

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.  
ATLAS INVESTMENTS, LLC

By: ELIEZER GABAY, MANGING MEMBER

ABRAHAM ITUAH

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBITS

F ✓



F

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Abraham Ituah

Debtor

Chapter 13 Bankruptcy

Case No. 20-10058

---

**OBJECTION TO MR. MICHAEL CATALDO CLAIM**

The Debtor object to additional claim filed by Mr. Michael Cataldo on behalf of Cibik & Cataldo P.C. for the following reasons:

1. Debtor entered into Agreement with Mr. Michael Cibik Esquire (former chapter 7 bankruptcy trustee), who demanded for a cash payment of \$5000 to begin the process. Debtor borrowed \$3000 from a friend to complete the payment. He prepared the payment plan of \$1400 monthly payable to the Trustee. Debtor completed the financial management course to file the Chapter 13 Bankruptcy petition. Debtor hired Mr Cibik to file the bankruptcy petition. Unfortunately, Mr Cibik assigned Mr. Michael Cataldo Esquire to continue the process. Mr Cataldo was not a lawyer I would hire by choice.
2. Mr. Michael Cataldo Esquire failed to attend the Trustee,s meeting with me but we only met briefly to review the document. He did not show up at the trustee's meeting as if he had no interest to do a better job for me.
3. At the time I met Mr Cataldo, I emphasized that the City of Philadelphia refused to update the payments escrow settlement sent to the City to pay the liens, claims and judgment as shown on the 5 settlement sheets submitted to his office.
4. The first job Mr. Cataldo addressed was to file motion to sell with the unsigned proposed agreements and 2 signed agreements. The court granted the five orders to sell. See the attached agreements for your perusal. The sales could not settle because the accounts paid were not updated.
5. The escrow company could not do settle the transactions because most of the payment already made from the sales shown on the exhibit A attached were not

updated may be because of COVID- pandemic. I communicated the information to Mr. Cataldo to help address the issue with the city counsel. His response was that I should hire a real estate Attorney to handle the real estate deals.

6. Finally, he connived with the City of Philadelphia counsels to address the said fabricated inaccurate unpaid personal income tax liability and the city Counsel used that as a reason to request for dismissal of my Bankruptcy petition. Mr. Cataldo simply agreed with the city to request dismissed of my case, so that he can earn payments due in 5 years immediately.
7. Mr. Cataldo intentionally refused to object to the city request to dismiss my case for unreasonable reason for claiming that the Debtor is unnecessarily delaying the settlement so as not to pay the liability to the city is unrealistic.
8. Mr. Cataldo knew 508 W Tabor Road was demolished by the city in January 2019 a month after my bankruptcy filed in New York State was dismissed in November 2018. The city continues to generate bills as if the property still exists and the amount paid at escrow was not updated. Mr. Cataldo offered no objections to all these wrong claims.
9. Mr Cataldo demanded for extra \$1000 to file motion for sale. I refused but suggested to pay him after settlement. He felt offended. This was a sale that Debtor already executed with a buyer who deposited \$42,500 that was 50% of the sales price and the buyer was willing to settle in 2 weeks. Mr. Cataldo deliberately refused to file the motion and the buyer's Attorney canceled the offer. As a result I lost the sale.
10. Mr. Cataldo knew that \$1400 payments to the Trustee were current and I completed my 2<sup>nd</sup> management course as required by bankruptcy court. He did not submit any of these information to the court. Attached here as exhibits.
11. The city indicated the value of 33 S 53<sup>rd</sup> street as \$210,000 and this is same property Mr. Cataldo filed motion to sell for \$100,000 and order was issued. Meanwhile Mr. Cataldo simply agreed with the city counsel that the claims were appropriate instead of filing objections to the claims.
12. Mr. Cataldo filed motion to sell for 3 unexecuted agreements to justify that he rendered service before the court. He also intentional refused to submit documents

forwarded to him for submission. See copy of agreement and others documents not submitted attached.

13. The Debtor hereby officially drops Mr. Michael Cataldo Esquire of Cibik & Cataldo P.C. for ineffective representation effective 9/23/2020 and the office is henceforth stopped from using my personal information in their possession for any purpose. I regretted believing Mr. Cibik, a former Chapter 7 Bankruptcy trustee. I would have been better off if I never filed at all.

WHEREFORE, the Debtor respectfully requests that this Honorable Court disallow the additional claim requested by Mr. Michael Cataldo Esquire because the service he rendered was unprofessional and refund \$3000 I borrowed to complete the \$5000 Mr Cibik collected because it was excessive for the service rendered. In addition, Debtor further seeks other relief the court may consider just and proper.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Abraham Ituah', with a stylized flourish at the end.

Abraham Ituah (Debtor)

Date: October 8, 2020



EXHIBITS

G



CITY OF PHILADELPHIA  
DEPARTMENT OF LICENSES AND  
INSPECTIONS

Municipal Services Building  
1401 JFK Blvd., 11th Floor  
Philadelphia, PA 19102  
215-686-2480  
CSU@phila.gov

**FINAL NOTICE OF VIOLATION AND ORDER  
IMMINENTLY DANGEROUS BUILDING**

ITUAH ABRAHAM  
508 W TABOR RD  
PHILADELPHIA PA 19120-2718

Case Number:668607

PROPERTY IN VIOLATION: 508 W TABOR RD SIDE BEARING W Date of Notice:12/27/18

Dear Sir/Madam,

This is to inform you that the Department of Licenses and Inspections inspected the subject premises on 12/27/18 and has declared it **IMMINENTLY DANGEROUS**, in whole or in part, pursuant to Section PM15-110.1 of the Philadelphia Property Maintenance Code. The results are included in the violation section below.

You are directed to obtain all necessary permits as required by the City and to make repairs or demolish the structure to remove the imminently dangerous condition. Failure to comply with this order forthwith shall result in the City taking action to demolish the structure and stucco remaining party walls exposed by the demolition as per Department policy. You, the owner, will be billed for all costs incurred by the City, including administrative fees.

This is your final notice, if you have any questions regarding this matter please contact: INSPECTOR CARROLL at JOSEPH.CARROLL@phila.gov or the district office noted above.

**VIOLATIONS:**

STRUCTURES OR COMPONENTS THEREOF THAT HAVE REACHED THEIR LIMIT STATE PM-304.1(3)  
LOCATION: Side Bearing Wall

You are hereby ordered to obtain the services of a Pennsylvania Licensed Professional Engineer to serve as the design professional in responsible charge pursuant to Administrative Code Section A-304, and maintain, at a minimum, the following responsibilities:

- 1) Immediately assess the structure to determine the extent of the structural defects and submit those findings along with a timeline of corrective actions to the Department.
- 2) Design and observe the immediate installation of temporary protections of the public way and adjacent properties.
- 3) Develop a remediation plan, detailing the extent of the required removal and replacement of structural components and temporary shoring required for the remediation. The remediation plan must contain adequate construction details to confirm code compliance as well as provide the responsible contractor with necessary direction in approaching and completing the necessary repairs.
- 4) Submit such remediation plan with details to the Department along with an application for a building

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
355 Main Street  
Poughkeepsie, NY 12601

EX

IN RE: Abraham O Ituah

CASE NO.: 18-35408-cgm

Social Security/Taxpayer ID/Employer ID/Other Nos.:  
xxx-xx-1699

CHAPTER: 13

**NOTICE OF DISMISSAL**

An order of dismissal was entered by the Honorable Cecelia G. Morris in this Chapter 13 case.

Abraham O Ituah was dismissed from the case on December 11, 2018.

Dated: December 11, 2018

Vito Genna  
Clerk of the Court

Bankruptcy dismissed and  
the city of Philadelphia  
condemned my property on 12/27/2018





Home Office  
5600 Beech Tree Lane  
P.O. Box 2450  
Caledonia, Michigan 49316

**FOREMOST BASICS™  
DECLARATIONS PAGE**

POLICY NUMBER: 381-0091201668-02

RENEWAL OF: 381-0091201668-01

POLICY PERIOD BEGINNING 02/17/17 ENDING 02/17/18 12:01 A.M. STANDARD TIME

**YOU AS NAMED INSURED AND YOUR ADDRESS**

ABRAHAM ITUAH  
PO BOX 48024  
PHILADELPHIA PA 19144-8024

**YOUR POLICY IS SERVICED BY**

AMERICAN BEST INSURANCE AGENCY, LLC  
1625 WASHINGTON AVE STE 202  
PHILADELPHIA PA 19146-2045

AGENCY CODE:  
372430039

TELEPHONE:  
(215) 268-6495

**COVERAGES:** Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.

**LOCATION # 1**

**IMPORTANT RATING INFORMATION**

PREMISES DESCRIPTION:	508 W TABOR RD PHILADELPHIA PA 19120-2718		
CONSTRUCTION:	BRICK/MASONRY	TERRITORY:	B
FAMILIES:	2	PROT. CLASS:	1
OCCUPANCY:	RENTAL	RESP. FIRE DEPT.:	PHILA ENG 61
HYDRANT:	WITHIN 1,000 FEET	COUNTY:	PHILADELPHIA
FIRE DEPT.:	WITHIN 5 MILES		
		YR. BUILT:	1949
		FORM:	DF1

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$ 100,000		\$ 715.00

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$5,000 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$ 300,000 EA ACCIDENT		\$ 165.00
G. MEDICAL PAYMENTS	\$ 500 EA PERSON		INCLUDED
	\$ 10,000 EA ACCIDENT		

FORMS/ENDORSEMENTS THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
11001 03/06 DWELLING FIRE ONE - LANDLORD		
11010 05/10 REDUCTION IN COV WHEN VACANT/UNOCC.		
11110 11/13 REQUIRED CHANGE - PENNSYLVANIA		

Policy Number: 381-0091201668-02

Form 80999 03/12

ON

AGENT COPY

PAGE 1 CONTINUED



Home Office  
5600 Beech Tree Lane  
P.O. Box 2450  
Caledonia, Michigan 49316

# FOREMOST BASICS™ DECLARATIONS PAGE

*Handwritten:* Linda Adjuster  
(215) 901-8281

AMENDED DECLARATION \* EFFECTIVE 09/27/18

SUPERSEDES ANY PREVIOUS DECLARATION PAGE BEARING  
THE SAME POLICY NUMBER FOR THIS POLICY PERIOD.

REASONS FOR CHANGE FOLLOW:

- CHANGE/CORRECTION OF THE INSURED'S MAILING ADDR

*Handwritten:* (Case # 30) 2/50058

POLICY NUMBER: 381-0091201668-03

RENEWAL OF:

POLICY PERIOD BEGINNING 02/17/18 ENDING 02/17/19 12:01 A.M. STANDARD TIME

## YOU AS NAMED INSURED AND YOUR ADDRESS

ABRAHAM ITUAH  
PO BOX 7791  
PHILADELPHIA PA 19101-7791

*Handwritten:* 2023 7 2062

## YOUR POLICY IS SERVICED BY

AMERICAN BEST INSURANCE AGENCY, LLC  
1625 WASHINGTON AVE STE 202  
PHILADELPHIA PA 19146-2045

AGENCY CODE:  
372430039

TELEPHONE:  
(215) 268-6495

**COVERAGES:** Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.

LOCATION # 1

## IMPORTANT RATING INFORMATION

PREMISES DESCRIPTION:	508 W TABOR RD PHILADELPHIA PA 19120-2718		
CONSTRUCTION:	BRICK/MASONRY	TERRITORY:	B
FAMILIES:	2	PROT. CLASS:	1
OCCUPANCY:	RENTAL	RESP. FIRE DEPT.:	PHILA ENG 61
HYDRANT:	WITHIN 1,000 FEET	COUNTY:	PHILADELPHIA
FIRE DEPT.:	WITHIN 5 MILES		
		YR. BUILT:	1949
		FORM:	DF1

## SECTION I COVERAGES

	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$ 100,000		\$ 715.00

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$5,000 ALL PERILS

## SECTION II COVERAGES

	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$ 300,000 EA ACCIDENT		\$ 165.00
G. MEDICAL PAYMENTS	\$ 500 EA PERSON		INCLUDED
	\$ 10,000 EA ACCIDENT		



**AR Engineers**

191 Presidential Blvd., #616, Bala Cynwyd, PA 19004  
Telephone No.: 610-368-8234 / Email: [arengineers@hotmail.com](mailto:arengineers@hotmail.com)

---

January 10, 2019

Mr. Abraham Atiuah  
508 W. Tabor Road  
Philadelphia, PA 19148  
Telephone No.: 267-481-5511  
Email: [atiuah@aol.com](mailto:atiuah@aol.com)

Subject: Inspection 508 W. Tabor Road, Philadelphia, PA 19120

Dear Mr. Atiuah:

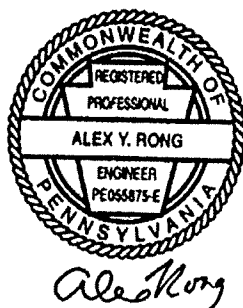
Alex Rong and Victor Rong of *AR Engineers* inspected the property at 508 W. Tabor Road, Philadelphia, PA 19120 on January 7, 2019. The building structure consisted of masonry bearing walls and wood floor framing.

The scope of our work was limited to inspecting the readily visible and accessible areas of the east wall and determining its structural condition. The scope of work did not cover inspection of any other structural or non-structural elements such as roofing, electrical elements, etc.

During the time of inspection, we noted serious bulging and deterioration of the east wall (see Photos No. 4-6) and the tilted chimney (see Photo No. 7). Based on the field inspection and engineering judgment, it is concluded that the rear 28-foot section of the east wall is in imminent danger of collapse and it should be removed and replaced immediately. The tilted chimney should be repaired. Temporary shoring made of 2x6 wood studs at the spacing of 16-inch shall be installed approximately 2.5-feet from the east wall to support the floor framing of the 1<sup>st</sup> floor framing, 2<sup>nd</sup> floor framing, and roof framing, prior to demolishing and rebuilding the east wall. The temporary shoring shall be installed at the basement, 1<sup>st</sup> floor and 2<sup>nd</sup> floor.

The findings and conclusions of this report with respect to the inspection of the east wall of the property on are based on normal visual observations of the readily visible and accessible areas. No conclusions, expressed or implied, shall represent that *AR Engineers* has made an evaluation of the material, fabrication, or erection deficiencies beyond that which would be detectable by a normal visual inspection. Please feel free to contact me if you have any questions. Thank you.

Regards,



Alex Rong, Ph.D., P.E.  
President of *AR Engineers*





January 1, 2019

Abraham Ituah  
508 W Tabor Rd  
Philadelphia, PA 19120

**(CONT'D Proposal for the Removal & Rebuilding of the  
Eastside Bearing Wall at 508 W Tabor Road  
Phila., PA 19120**

#### **COST BREAKDOWN**

1. Additional inspections, engineers report and design and application for building permit.	5,200.00
2. Shoring exterior and interior.	9,500.00
3. Demolition of masonry wall, 1 <sup>st</sup> thru 3 <sup>rd</sup> floors.	11,000.00
4. Reconstruction of 8" CMU wall with stucco.	27,000.00

We declare that we will supply all labor and material, scaffoldings, necessary tools and apparatus for the undertaking of the above-mentioned project.

Eartha Construction Company, LLC appreciates the opportunity given to bid on this project.

Please call if you have any questions.

Yours truly,

*B.D.*

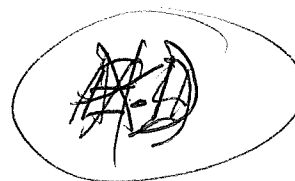
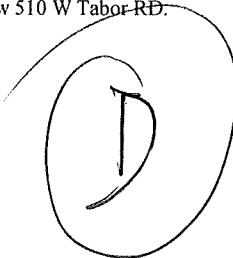
Barry Davidson  
Construction Manager

<b>BUILDING PERMIT</b>		City of Philadelphia Department of Licenses and Inspections 1401 John F. Kennedy Blvd. Philadelphia, PA 19102		Permit Number: 939999	
This permit may be revoked if the information has been misrepresented or not provided.				Fee: \$0.00	Date Issued: 01/11/19
Location of work: 00508 W TABOR RD PHILADELPHIA, PA 19120-2718 COMPLETE DEMO CITY				Contractual Services Unit (CSU) Phone Number: 215-686-2588	
Owner: ITUAH ABRAHAM 00508 W TABOR RD PHILADELPHIA, PA 19120-2718		Licensed Contractor: PEDRO PALMER CONSTRUCTION INC 2971 N EMERALD STREET PHILADELPHIA, PA 19134- (267)972-4210 x		Area: 1200 S.F.	Estimated Cost: \$52,222.00
				Plan Examiner: PAUL POESSL	

**If no Licensed Contractor is named, the Owner assumes all responsibility for compliance with the Code.**

**Description of work authorized by this permit:**

FOR THE COMPLETE DEMO OF A VACANT SFD AS PART OF THE CITY OF PHILADELPHIA DEPT. OF LICENSES & INSPECTIONS DEMOLITION PROGRAM. Additional Specs: 1 stucco c/w 510 W Tabor RD.



**INSPECTIONS**

The owner or contractor is required to notify the District Office listed above prior to starting any work, and at least 24 hours in advance of the required inspections. Failure to notify the District will result in the issuance of a \$75 ticket by the Department. Inspections will not be made unless the Department-Approved plans are on the job.

The Department is authorized by the Code to Charge a \$100 reinspection fee if:

1. The inspection reveals that the work is not constructed in accordance with the Code;
2. The work is not ready for inspection; or
3. Access to the work to be inspected is not provided.

**THIS PERMIT REQUIRES THE FOLLOWING INSPECTIONS:**

**INITIAL/SITE - UNDER SLAB/FLOOR - PREFINAL/WALLBOARD - FRAMING/CLOSE-IN - FINAL**

Separate permits are required for plumbing, electrical, fire suppression, and for the use of streets and sidewalks, including shelter platforms, scaffolding, dumpsters, closures, etc.

**Limitation:** For permits issued in connection with imminently dangerous structures or conditions, the permit shall become invalid if the work does not commence within 48 hours after issuance or does not progress continuously until the structure or condition is made safe, unless the permit is otherwise extended by the Department.

**PA ONE CALL SYSTEM** is required to be notified by PA Act 38 of 1991, three (3) working days prior to disturbing the earth with any type of powered equipment. Also, this permit does not constitute approval from any State or Federal agency, if required.

Where a Certificate of Occupancy (C.O.) is required, such buildings and spaces shall not be occupied until Final Inspection is made and the Certificate is issued by the Department.

All provisions of the Code and other City Ordinances must be complied with, whether specified herein or not.

This Permit does not constitute Zoning Approval.

**WORK MUST BEGIN WITHIN 10 DAYS OF ISSUANCE OF THIS PERMIT**

**UNLESS ORDERED BY THE DEPARTMENT TO BEGIN SOONER, AND CONTINUE UNTIL THE STRUCTURE IS DEEMED SAFE BY THE DEPARTMENT.**

Protection of the public way and adjacent structures are to be implemented **IMMEDIATELY**. Contact the Contractual Services Unit for inspection or approval of any revisions to this schedule at 215-686-2588.

**POST A TRUE COPY OF THIS PERMIT IN A CONSPICUOUS LOCATION ON THE PREMISES**

FAILURE TO POST THIS PERMIT WILL RESULT IN THE ISSUANCE BY THE DEPARTMENT OF A \$75 TICKET

FOR ALL NEW CONSTRUCTION, ADDITIONS, AND WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, THE ASSOCIATED ZONING / USE PERMIT SHALL BE POSTED ALONGSIDE THIS BUILDING PERMIT.

EXHIBIT

H



PHILADELPHIA SHERIFF'S OFFICE J.E.W.E.L.L. DELINQUENT TAX ACCOUNT

Case 2:19-cv-05088-GJP Document 41-17 Filed 09/12/23 Page 11 of 12

73583

Payee Name: ABRAHAM ITUAH C/O KRISTA M PREUSS

Case Number: 1509-115

Date: 01 Aug 2018

Request Type: Tax Delinquent

Amount: \$11,112.54

Plaintiff: CITY OF PHILADELPHIA

Defendant: ABRAHAM ITUAH

Category: Distribution Costs - Unused Proceeds

Memo: ABRAHAM ITUAH C/O KRISTA M. PREUSSSCHAPTER 1 STANDING TRUSTEE399 KNOLLWOOD ROADWHITE PLAINS, NY 10603

Property Address:  
3843 FAIRMOUNT AVE, PHILADELPHIA, PA 19104-1819

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

73583

## PHILADELPHIA SHERIFF'S OFFICE

J.E.W.E.L.L. DELINQUENT TAX ACCOUNT  
100 S. BROAD STREET, 5TH FLOOR  
PHILADELPHIA, PA 19110

America's Most Convenient Bank®

3-180/360

MEMO ABRAHAM ITUAH C/O KRISTA M. PREUSSSCHAPTER 1 STANDING TRUSTEE399 KNOLLWOOD ROADWHITE I

\*\*\* ELEVEN THOUSAND ONE HUNDRED TWELVE AND 54 / 100 \*\*\* Dollars

DATE

AMOUNT

8/1/18

\$11,112.54

PAY  
TO THE  
ORDER  
OF

ABRAHAM ITUAH C/O KRISTA M PREUSS

VOID AFTER 60 DAYS

Docket No. 18-35408

Shield

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

PAPER CONTAINS TONER ADHESION PROPERTIES

⑈073583⑈ ⑈036001808⑈ 36 052814 5⑈